

**FORM 51-102F3**  
**MATERIAL CHANGE REPORT**

**Item 1. Name and Address of Company**

APPRIA RARE EARTHS & URANIUM CORP. (the “**Company**” or “**Appia**”)  
500-2 Toronto St.  
Toronto, ON M5C 2B6

**Item 2. Date of Material Change**

The material change occurred on December 11, 2023

**Item 3. News Release**

A News Release was disseminated on December 11, 2023.

**Item 4. Summary of Material Change**

Appria issued the first tranche of 500,000 shares (the “**Shares**”) pursuant to the Definitive Agreement (the “**Definitive Agreement**”) with 3S LTDA (“**3S**”), Beko Invest Ltd. (“**Beko**”), Antonio Vitor Junior (“**Antonio**”) and AZ125 Mineracao Ltda, now known as Appria Brasil Rare Earths Mineracao Ltda (“**Appria Brasil**”) to acquire up to a 70% interest in the PCH Project (the “**Transaction**”) located in the Tocantins Structural Province of the Brasília Fold Belt, Goiás State, Brazil (the “**Property**”). The Shares are subject to a hold period expiring on April 12, 2024.

Pursuant to the terms of the Definitive Agreement, the Property is now registered in the name of Appria Brasil and Appria currently holds a 70% interest in Appria Brasil (350,000 quotas) and Antonio holds a 30% interest in Appria Brasil (150,000 quotas).

**Item 5. Full Description of Material Change**

The ongoing exploration and development of the Property is now governed by the terms of a Quotaholders Agreement among Appria, Beko, Antonio and Appria Brasil dated July 20, 2023 (the “**Quotaholders Agreement**”). The Quotaholders Agreement has been filed on [www.sedarplus.com](http://www.sedarplus.com) as a Material Document.

Appria can maintain its 70% interest in Appria Brasil by issuing an aggregate of a further 2.0 million common shares of Appria to Beko and spending US\$10 million on the Property over a period of five (5) years (the “**Option Period**”) after which Appria will have earned a 60% interest in Appria Brasil. If Appria earns its 60% interest, it will then be obligated, within 90 days of earning its 60% interest, to issue a further US\$1,250,000 of common shares of Appria to Beko to earn a further 10% interest in Appria Brasil. The number of shares to be issued to earn the further 10% shall be that number of common shares of Appria equal to the number arrived at by dividing US\$1,250,000 by the greater of the average closing price of the common shares as quoted on the Canadian Securities Exchange (the “**CSE**”) for the 30 trading

days immediately preceding the announcement by Appia of its intention to earn the additional 10% interest and the discounted market price of the common shares of Appia based on the last closing price immediately preceding the announcement.

Appia will acquire incremental vested interests in Appia Brasil upon completion of specific expenditure requirements pursuant to the terms of the Definitive Agreement. Once Appia issues at least a further 500,000 common shares to Beko and spends at least US\$1 million on the Property (at which time it will have earned a 10% interest in Appia Brasil) (the “**Initial Obligation**”), Beko will be granted a 1% net smelter returns royalty (the “**1% NSR**”) in the Property. Appia will have a right of first refusal to acquire the 1% NSR.

Once Appia has earned its 70% interest in Appia Brasil, Appia and Antonio will enter into a joint venture with respect to the further exploration and development of the Property (the “**Joint Venture**”) with Appia holding a 70% interest and Antonio holding a 30% interest in Appia Brasil. The Quotaholders Agreement will act as a unanimous shareholders agreement and a joint venture agreement with respect to the further exploration and development of the Property. Upon the formation of the Joint Venture, Antonio will have 90 days within which to elect to either (a) participate in the Joint Venture and contribute his pro rata share of expenditures or be diluted; (b) sell all of his 30% interest in Appia Brasil, subject to a right of first refusal in favour of Appia; or (c) elect to have Appia fund its pro rata share of expenditures pursuant to the Joint Venture subject to the right of Appia to be reimbursed for 150% of the expenditures made by Appia on behalf of Antonio before any proceeds are paid to Antonio.

If a party is required to make a contribution pursuant to the Joint Venture and that party does not make its *pro rata* contribution to development expenditures, that party’s interest in Appia Brasil will be diluted *pro rata* based upon that party’s deemed and actual contributions to the Joint Venture relative to the total deemed and actual contributions to the Joint Venture by both parties. A party whose interest is diluted to 10% or less shall immediately be converted to a 1% net smelter returns royalty (“**1% Dilution NSR**”) with the remaining party’s interest converted to a 100% interest in Appia Brasil subject to payment of the 1% Dilution NSR. The remaining party will have a right of first refusal to purchase the 1% Dilution NSR.

Should Appia fail to make some or all of the expenditures required in any year, Beko will notify Appia in writing of such failure, after which Appia will have 30 days to make the required expenditure. Failure to make the expenditure within the 30 days will result in Appia’s earned interest being reduced pro rata in proportion to the amount of money actually expended by Appia in such year. Appia shall have the right to make additional expenditures in a subsequent year to earn the balance of the interest it would have earned had it made the entire expenditure in the previous year. If Appia fails to expend an aggregate of US\$10 million and issue an aggregate of 2,000,000 common shares of Appia to Beko within the Option Period, Appia may, at any time during the Option Period after completing the Initial Obligation, notify Beko that it does not intend to provide any further funding for the Property (the “**Cease Funding Notice**”). Upon delivery of the Cease Funding Notice to Beko, Appia shall have earned the applicable interest in Appia Brasil (the “**Earned**

**Interest**”) and shall transfer to Antonio that number of quotas of Appia Brasil equal to 70% minus the Earned Interest. Thereafter, Appia shall hold the Earned Interest in Appia Brasil and Antonio shall hold 100% minus the Earned Interest in Appia Brasil. Upon delivery of the Cease Funding Notice and the adjustment in the interests of Appia and Antonio in Appia Brasil, the parties shall use their commercially reasonable efforts to determine how to proceed with their respective interests in Appia Brasil.

**Item 6. Reliance on Subsection 7.1(2) of National Instrument 51-102**

Confidentiality is not requested.

**Item 7. Omitted Information**

No information has been omitted in respect of the material change.

**Item 8. Executive Officer**

**Stephen Burega, President: (cell) 647-515-3734 or (email) [sburega@appiareu.com](mailto:sburega@appiareu.com)**

**Item 9. Date of Report**

December 11, 2023