

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made the 26th day of June, 2023

B E T W E E N:

ALAIN MOREAU, an individual residing *Redacted*
 (“AM”)

BENOIT MOREAU, an individual residing *Redacted*
 (“BM”)

(AM and BM, collectively, hereinafter referred to as the
 “**Vendors**”)

OF THE FIRST PART,

and

MUSK METALS CORPORATION., a corporation
 having an office at Suite 2905 – 700 West Georgia Street,
 Vancouver, in the Province of British Columbia, V7Y 1C6

(hereinafter referred to as the “**Purchaser**”)

OF THE SECOND PART.

WHEREAS:

A. the Vendors are collectively the legal and beneficial owners of an aggregate of 125 claims located in the James Bay area in the Province of Québec, consisting of: 20 claims comprising the “Ile Interdite” property and 105 claims comprising the “Pontax South” property, as more particularly described in Schedule “A” hereto. Such claims are collectively referred to herein as the “Mineral Claims”); and

B. the Vendors wish to transfer, pursuant to the terms of this Agreement, its 100% interest in the Mineral Claims to the Purchaser, subject to a two percent (2%) net smelter returns royalty on commercial production from the Mineral Claims (the “Underlying Royalty”) in favour of the Vendors.

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and agreements herein contained and other lawful and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

MINERAL CLAIMS TO BE PURCHASED AND SOLD

1. Subject to the terms and conditions hereof, the Vendors hereby agree to sell, assign, and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendors a 100% interest in the Mineral Claims, and all maps, reports, results of surveys and drilling and any other reports or information the Vendors may have prepared or may have caused to be prepared or may have in his possession or under their control with respect to the Mineral Claims (the “**Transaction**”).

PURCHASE PRICE

2. The purchase price payable to the Vendors pursuant to the Transaction in consideration for the Mineral Claims shall be:

- (a) By making cash payments as follows:
 - (i) \$50,000 upon the closing of the next hard dollar financing;
- (b) By issuing 3,000,000 common shares of the Purchaser;
- (c) By granting a 2% Underlying Royalty. The Purchaser has a right to acquire 1% (50% of the Underlying Royalty) at any time for the payment of \$1,000,000.

3. In compliance with applicable Canadian securities laws and with applicable policies of the CSE, the 3,000,000 common shares of the Purchaser shall be subject to a four month and one day hold period and the certificates representing such shares will bear two legends substantially in the following form and with the necessary information inserted:

**"UNLESS PERMITTED UNDER SECURITIES LEGISLATION,
THE HOLDER OF THIS SECURITY MUST NOT TRADE THE
SECURITY BEFORE <INSERT DATE THAT IS FOUR (4)
MONTHS AND ONE (1) DAY AFTER THE CLOSING DATE>".**

CLOSING DATE AND PAYMENT OF THE PURCHASE PRICE

4. The closing of the Transaction (the “**Closing**”) will be completed at the office of the Purchaser as soon as possible after all applicable regulatory approvals of the Transaction have been obtained, but no later than July 31, 2023 (the “**Closing Date**”) or at such other place or date as may be mutually agreed upon by the Purchaser and the Vendors. At Closing on the Closing Date:

- (a) the Purchaser shall deliver to the Vendors a share certificate representing 1,500,000

common shares of the Purchaser registered in the name of Alain Moreau, 268 Chemin Guénette, Ste-Marguerite-du-Lac-Masson, Québec, J0T 1L0 and a share certificate representing 1,500,000 common shares of the Purchaser registered in the name of Benoit Moreau, 1065 Chemin Descente 20, Ogden, Québec, J0B 3E3;

- (b) the Purchaser shall make to the Vendors a cash payment of \$50,000; and
- (c) the Vendors shall forthwith deliver to the Purchaser all maps, reports, results of surveys and drilling and any other reports or information the Vendors may have prepared or may have caused to be prepared or may have in his possession or under his control with respect to the Property; and
- (d) the Purchaser shall receive from the Vendors a duly executed mining transfer form evidencing the transfer of the Mineral Claims from the Vendors in favour of the Purchaser, in the form prescribed by the *Mining Act* R.S.Q., c. M-13.1 (the “**Mining Act (Quebec)**”) together with any other document necessary or useful for such transfer, the whole to the satisfaction of the Purchaser. The Purchaser shall be responsible to pay any statutory or administrative fee or duty in relation to such transfer of mining rights and to the registration thereof.

REPRESENTATIONS AND WARRANTIES OF THE VENDORS

- 5. The Vendors represent, warrant and covenant with the Purchaser that:
 - (a) The Vendors are legally competent to execute, deliver and be bound by this Agreement and to perform all of their obligations hereunder;
 - (b) this Agreement constitutes legal, valid, and binding obligations of the Vendors enforceable against them except as enforceability may be limited to applicable laws relating to enforcement of creditor's rights generally;
 - (c) the execution, delivery and performance by the Vendors of this Agreement does not conflict with any contracts or other obligations to which they may be bound;
 - (d) none of the covenants, representations and warranties made by the Vendors in this Agreement contains any untrue statement of material fact or omits to state any material fact necessary to make any such covenant, warranty, or representation not misleading;
 - (e) the Vendors are the only registered and beneficial owners of a 100% interest in the Mineral Claims and have the exclusive right to dispose of the Mineral Claims;
 - (f) with respect to the Mineral Claims:
 - (i) the Mineral Claims are not subject to any liens or Encumbrances.

The term “**Encumbrance**” as used herein shall refer to any security interest, lien, claim, charge, hypothec, reservation of ownership, pledge, encumbrance, mortgage, adverse claim or right of a third party of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease);

- (ii) there are no agreements, adverse interests, or options to acquire or purchase the Mineral Claims or any portion thereof;
 - (iii) other than the Vendors, no person has any proprietary or possessory interest in the Mineral Claims;
 - (iv) the Vendors have not received notice of any non-compliance of the Mineral Claims with municipal, building, or zoning laws;
 - (v) the Mineral Claims are not subject to any environmental liabilities and the Vendors are not aware of any hazardous substances being placed or left on the Mineral Claims, and “hazardous substances” shall mean for the purposes hereof any hazardous substance or pollutant, contaminant, toxic or dangerous waste, substance, or material, as defined or regulated by any applicable law, regulation, or governmental authority from time to time; and
 - (vi) the Mineral Claims have been properly acquired in accordance with, and is in good standing under, the relevant provisions of the Mining Act (Quebec) and the regulations pertaining thereto;
- (g) to the best knowledge of the Vendors, there is no pending proceeding or threatened or contemplated any suit, action, legal proceeding, litigation, or governmental investigation of any sort relating to the Mineral Claims nor is there presently outstanding against the Mineral Claims any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality, or arbitrator; and
- (h) the Vendors do not have any information or knowledge pertaining to the Mineral Claims or substances thereon, therein, or therefrom not disclosed in writing to the Purchaser which, if known to the Purchaser, might reasonably be expected to deter the Purchaser from completing the transactions contemplated hereby on the terms and conditions contained herein.

REPRESENTATION AND WARRANTIES OF THE PURCHASER

6. The Purchaser represents, warrants, and covenants with the Vendors that:
- (a) it is duly formed and validly subsists under all applicable laws and has the corporate power and authority to enter into the transactions contemplated hereby;

- (b) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) this Agreement constitutes legal, valid and binding obligations of the Purchaser enforceable against it except as enforceability may be limited to applicable laws relating to enforcement of creditor's rights generally;
- (d) the execution, delivery and performance by the Purchaser of this Agreement will, at all times, comply with all applicable laws and regulations including those of applicable securities regulatory authorities and self-regulatory organizations; and
- (e) the execution, delivery and performance by the Purchaser of this Agreement does not conflict with any contracts or other obligations to which it may be bound and does not conflict with and does not and will not result in a breach of its articles, by-laws or resolutions.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

7. Each of the aforementioned representations and warranties of the Vendors and of the Purchaser shall survive the completion of the purchase and sale as provided for herein.

CONDITIONS OF CLOSING

8. The respective obligations of the Parties hereto to consummate the Transaction is subject to the satisfaction, on or before the Closing Date, of the following conditions:

- (a) the Purchaser shall have completed a due diligence review of the Mineral Claims to its entire and unfettered satisfaction;
- (b) the Purchaser hereto shall have obtained all required director and shareholder approvals, as applicable, necessary for the completion of the Transaction and the related matters contemplated herein;
- (c) all consents, orders and approvals including, without limitation, regulatory approvals, required or necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably; and
- (d) all representations, warranties and covenants of the Parties contained in Sections 5 and 6 of this Agreement shall be true on and as of the Closing with the same force and effect as if they had been made at the Closing.

INDEMNITY

9. Each Party agrees to indemnify and save harmless the other from all losses actually

incurred by the party as a result of any breach by the other party or any inaccuracy of any covenant, representation or warranty contained in this Agreement.

FURTHER ASSURANCES

10. The Parties hereto agree to execute such further and other assurances and documents and to do all such things and actions which shall be necessary or proper for the carrying out of the purpose and intent of this Agreement.

OPERATORSHIP

11. Alain Moreau and Benoit Moreau shall act collectively as the sole operator of the properties until 5,000 metres of diamond drilling is carried out on one or both properties and shall be appointed official Agent of the Purchaser in this regard. It is understood that any diamond drill program on the Mineral Claims is subject to exploration results and availability of funds, and approval of the Board of Directors of the Purchaser.

ENTIRE AGREEMENT

12. Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by the Parties.

GENERAL

13. This Agreement may not be modified or amended except by an instrument in writing signed by all parties hereto or by their permitted successors or assigns .

14. Any headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the courts of such Province shall have jurisdiction to entertain any action arising in connection with this Agreement.

16. This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and/or assigns.

COUNTERPARTS AND ELECTRONIC MEANS

17. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument.

18. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

“Alain Moreau”

ALAIN MOREAU

“Benoit Moreau”

BENOIT MOREAU

MUSK METALS CORPORATION

Per: *“Emily Sewell”*

Name: Emily Sewell

Title: Chief Financial Officer

SCHEDULE “A”

To the Purchase and Sale Agreement Between Alain Moreau, Benoit Moreau and Musk Metals Corporation.

Effective as of June 26th, 2023.

Property Mineral Claims

Ile Interdite Property					
Sheet	Claim Number	Registration Date	Expiry Date	Area (ha)	Holder
NTS 32L16	2641891	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641892	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641893	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641894	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641895	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641896	2022-03-15 00:00	2025-03-14 23:59	54,4	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641897	2022-03-15 00:00	2025-03-14 23:59	54,39	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641898	2022-03-15 00:00	2025-03-14 23:59	54,39	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641899	2022-03-15 00:00	2025-03-14 23:59	54,39	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641900	2022-03-15 00:00	2025-03-14 23:59	54,38	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641901	2022-03-15 00:00	2025-03-14 23:59	54,38	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641902	2022-03-15 00:00	2025-03-14 23:59	54,38	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641903	2022-03-15 00:00	2025-03-14 23:59	54,37	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641904	2022-03-15 00:00	2025-03-14 23:59	54,37	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641905	2022-03-15 00:00	2025-03-14 23:59	54,37	Alain Moreau (14369) 100 % (responsable)
NTS	2641906	2022-03-15	2025-03-14	54,37	Alain Moreau (14369) 100

32L16		00:00	23:59		% (responsable)
NTS 32L16	2641907	2022-03-15 00:00	2025-03-14 23:59	54,37	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641908	2022-03-15 00:00	2025-03-14 23:59	54,36	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641909	2022-03-15 00:00	2025-03-14 23:59	54,36	Alain Moreau (14369) 100 % (responsable)
NTS 32L16	2641910	2022-03-15 00:00	2025-03-14 23:59	54,36	Alain Moreau (14369) 100 % (responsable)
Total:	20			1087,6 4	
				10,88 km²	

Pontax South Property					
Sheet	Claim Number	Registration Date	Expiry Date	Area (ha)	Holder
NTS 32N12	2705882	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705883	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705884	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705885	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705886	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705887	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705888	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705889	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705890	2023-01-13 00:00	2026-01-12 23:59	53,57	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705891	2023-01-13 00:00	2026-01-12 23:59	53,56	Alain Moreau (14369) 100 % (responsable)

NTS 32N12	2705915	2023-01-13 00:00	2026-01-12 23:59	53,54	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705916	2023-01-13 00:00	2026-01-12 23:59	53,54	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705917	2023-01-13 00:00	2026-01-12 23:59	53,54	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705918	2023-01-13 00:00	2026-01-12 23:59	53,54	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705919	2023-01-13 00:00	2026-01-12 23:59	53,53	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705920	2023-01-13 00:00	2026-01-12 23:59	53,53	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705921	2023-01-13 00:00	2026-01-12 23:59	53,52	Alain Moreau (14369) 100 % (responsable)
NTS 32N12	2705954	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705955	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705956	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705957	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705958	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705959	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705960	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705961	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705962	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705963	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705964	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705965	2023-01-13 00:00	2026-01-12 23:59	53,58	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705966	2023-01-13 00:00	2026-01-12 23:59	53,57	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705967	2023-01-13 00:00	2026-01-12 23:59	53,57	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705968	2023-01-13 00:00	2026-01-12 23:59	53,57	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2705969	2023-01-13 00:00	2026-01-12 23:59	53,57	Benoît Moreau (82192) 100 % (responsable)

NTS 32N12	2747331	2023-03-08 00:00	2026-03-07 23:59	53,12	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2747332	2023-03-08 00:00	2026-03-07 23:59	47,01	Benoît Moreau (82192) 100 % (responsable)
NTS 32N12	2747333	2023-03-08 00:00	2026-03-07 23:59	39,32	Benoît Moreau (82192) 100 % (responsable)
Total:	105			5602, 9	
				56,03 km²	

SCHEDULE “B”

To the Purchase and Sale Agreement Between Alain Moreau, Benoit Moreau and Musk Metals Corporation. Effective as of June 26, 2023.

Underlying Royalty

Any capitalized terms not defined in this Schedule “B” have the meaning to them in the Purchase and Sale Agreement to which this Schedule “B” is attached.

The Underlying Royalty reserved herein shall be subject to the following:

1. Definitions
 - a. **“Commercial Operation”** means the operation of the Mineral Claims or any part thereof as a mine but not including any bulk sampling programs or pilot plant or test operations. Commercial Operation shall be deemed to have commenced on date of the first sale of Products from the Mineral Claims.
 - b. **“Gross Revenues”** means the aggregate of the following revenues (without duplication) received or accrued in each quarterly period:
 - (i) the revenue from arm’s length purchasers of all Products;
 - (ii) the fair market value of all Products sold to persons not dealing at arm’s length with Musk Metal Corporation; and
 - (iii) any proceeds of insurance on Products.
 - c. **“Net Smelter Returns”** means Gross Revenues less Permissible Deductions.
 - d. **“Permissible Deductions”** means the aggregate of the following charges (without duplication) that are paid or accrued with respect to the Mineral Claims in each quarterly period:
 - (i) transportation costs for Products from the Mineral Claims to the place of delivery of Products to a purchaser thereof, including shipping, freight, handling and forwarding expenses;
 - (ii) all costs, expenses and charges which are either paid or incurred in connection with refinement of Products by a third party, including all smelter and refinery charges and all weighing, sampling, assaying, representation and storage costs, any umpire charges, and any penalties charged by the refinery or smelter, but not including mining, milling or concentration charges paid or

incurred with respect to Products; and

(iii) all transport insurance on Products.

e. **“Products”** means all ores, concentrates, minerals and refined or semi-refined products produced from the Mineral Claims.

2. Terms of Royalty

The Underlying Royalty will consist of a 2.0% of Net Smelter Returns calculated on a quarterly basis on all Products extracted from, processed, and sold that originated from Commercial Operations on the Mineral Claims from and after Commercial Operation.