

## PURCHASE AND SALE

**AGREEMENT THIS AGREEMENT** is made as of the **12th** day of

**February**, 2024. **BETWEEN:**

**STALLION URANIUM CORP.**, a body corporate formed pursuant to the laws of the Province of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia ("**Stallion**")

(Stallion being the "**Vendor**")

-and-

**GLORIOUS CREATION LIMITED**, a body corporate formed pursuant to the laws of British Columbia, having an office in the City of Vancouver, in the Province of British Columbia ("**Glorious**")

(Glorious being the "**Purchaser**")

### WHEREAS:

- A. Pursuant to a letter of intent dated January 19, 2024 (the "**Letter of Intent**") between the Vendor and the Purchaser (each, a "**Party**" and collectively, the "**Parties**"), the Vendor has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to purchase and acquire from the Vendor, all of the Vendor's legal and beneficial right, title and interest in and to the mineral claims set out in Schedule A attached hereto (collectively, the "**Assets**"); and
- B. The Vendor desires to sell and Purchaser desires to purchase all of Vendor's interests in the Assets upon and subject to the terms and conditions hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual agreements and covenants herein contained (the receipt and adequacy of which consideration is hereby mutually admitted by each Party), the Parties hereby covenant and agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, including any Schedules:

"**Affiliate**" means, a corporation, partnership or trust that is affiliated with the Person for which the expression is being applied, and, for the purpose of this definition:

- (a) a corporation, partnership or trust is affiliated with another corporation, partnership or trust if it directly or indirectly controls or is controlled by that other corporation, partnership or trust, and for the purpose of determining whether a corporation, partnership or trust so "controls" or is so "controlled":
  - (i) a corporation is directly controlled by another corporation, partnership or trust if shares of the corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation are beneficially owned by that other corporation, partnership or trust and the votes attached to those shares are sufficient, if exercised, to elect a majority of the directors of the corporation;
  - (ii) subject to paragraph (iii) below, a partnership is directly controlled by another partnership, corporation or trust if that partnership, corporation or trust holds more than a 50% aggregate voting interest in the partnership;
  - (iii) a limited partnership is controlled by the Person that controls the general partner of such limited partnership or, if there is more than one general partner, by any Person that controls a general partner or general partners having more than a 50% aggregate voting interest in the limited partnership;
  - (iv) a trust is controlled by the Person that is entitled to elect or appoint the majority of the trustees of the trust; and
  - (v) a corporation, partnership or trust is indirectly controlled by another corporation, partnership or trust if control, as defined in paragraphs (i) through (iv) above is exercised through one or more other corporations, partnerships or trusts;
- (b) where two or more corporations, partnerships or trusts are affiliated at the same time with the same corporation, partnership or trust, they will be deemed to be affiliated with each other;

**"Agreement"** means this purchase and sale agreement between the Vendor and the Purchaser, including the Schedule attached hereto;

**"Applicable Law"** means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of any Governmental Authority (whether administrative, legislative, executive or otherwise) and final, non-appealable judgements, orders and decrees of all courts, commissions or bodies exercising similar functions in actions or proceedings in which the Person in question is a party, by which it is bound or having application to the transaction or event in question;

**"Assets"** has the meaning given to it in Recital A of this Agreement;

**"Authorization"** means with respect to any Person, any order, permit, approval, consent, waiver, license, registration or similar authorization of any Governmental Authority having jurisdiction over the Person;

**"Business Day"** means any day of the week except Saturday, Sunday or any statutory holiday in Vancouver, British Columbia or Regina, Saskatchewan;

**"Buy-Back Right"** has the meaning given in Section 2.3;

**"Canadian Tax Act"** means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supplement) as amended;

**"Claim"** means any claim, notice, direction, order, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;

**"Closing"** means the completion of the purchase and sale of the Assets to the Purchaser on the Closing Date, as contemplated by this Agreement;

**"Closing Date"** means the date that is five (5) Business Days after the last of the conditions of Closing set out in Sections 4.2 and 4.3 has been satisfied or waived (other than the conditions to be satisfied on Closing) of this Agreement;

**"Confidential Information"** has the meaning given in the Confidentiality Agreement;

**"Confidentiality Agreement"** means that confidentiality agreement dated January 19, 2024, between the Vendor and the Purchaser with respect to the Transaction;

**"Deposit"** has the meaning given in Section 2.2(a);

**"Dollar"** or **"\$"** means a Canadian dollar;

**"Encumbrances"** means any encumbrance of any kind whatsoever (registered or unregistered) and whether contingent or otherwise and includes a Security Interest, mortgage, easement, encroachment, adverse claim, restrictive covenant, title retention agreement, option or privilege, lien, hypothec, pledge, hypothecation, assignment, charge, security or Security Interest;

**"Environment"** means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life, sewer system, and any other environmental medium or natural resource and the environment in the workplace;

**"Environmental Laws"** means all Laws and agreements with Governmental Authorities and all other statutory requirements relating to the Environment;

**"Exchange"** means the Canadian Securities Exchange;

**"Exchange Policies"** means the applicable rules, regulations, policies and forms of the Exchange;

**"Governmental Authority"** means any governmental, regulatory or administrative authority, department, agency, commission, board, bureau, branch, official, panel or tribunal of any nature (both domestic and foreign), any Crown corporation, any court or private arbitrator or arbitral tribunal and any other Person exercising or entitled to exercise any legislative, judicial, quasi-judicial, administrative, executive, investigative, regulatory, licensing or taxing authority or power, having jurisdiction or power over any Person, property, operation, transaction or other matter or circumstance, as the context so requires;

**"Hazardous Substances"** means any element, waste or other substance, whether natural or artificial and whether consisting of gas, liquid, solid or vapour that is prohibited, listed, defined, judicially

interpreted, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws;

**"Listing Statement"** means the listing statement required by the Exchange Policies;

**"Ministry"** means the Ministry of Energy and Resources of the Province of Saskatchewan and any predecessor thereof or successor thereto;

**"Ministry Approved Transfer"** means the transfers of all Assets requiring authorization from the Ministry, in accordance with Section 3.2;

**"Operating Agreement"** means an agreement between the Vendor and the Purchaser setting out the terms and conditions on which the Vendor agrees to conduct exploration on the Assets, on behalf of the Purchaser, for a period of time following the Closing Date;

**"Outside Date"** means May 31, 2024;

**"Party"** and **"Parties"** have the meaning given to it in Recital A of this Agreement;

**"Permitted Encumbrances"** means with respect to the Assets (a) 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 Assets or the value or use of the Assets in a material manner, (b) Encumbrances consisting of (i) rights reserved to or vested in any Governmental Authority to control or regulate the Assets, (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 Assets or the value or use (or expected use) of the Assets, (c) obligation created under this Agreement or the Royalty Agreement;

**"Person"** means any individual, body corporate, partnership (limited or general), trust, trustee, executor or similar official, Governmental Authority or other entity;

**"Purchase Price"** has the meaning given in Section 2.2;

**"Purchaser Exchange Acceptance"** means the acceptance of the Exchange of the Transaction on behalf of the Purchaser;

**"Purchaser Shares"** means the common shares of the Purchaser;

**"Regulations"** means all statutes, Applicable Laws, rules, orders, directives and regulations made by Governmental Authorities or stock exchanges having jurisdiction over the Assets or the Parties, and includes the terms and conditions of any approval, permit, licence, or authorization issued by Governmental Authorities which affect the Assets or the Parties;

**"Release"** has the meaning prescribed in any Environmental Law;

**"Representatives"** means, in relation to a Party or any Affiliate of a Party, its directors, officers, advisors, agents and employees;

**"Required Approvals"** means consents, waivers, approvals, orders and authorizations required by any Governmental Authority in respect of the Transaction, including the Purchaser Exchange Acceptance and the Vendor Exchange Acceptance;

**"Royalty"** has the meaning given in Section 2.2(c);

**"Royalty Agreement"** has the meaning given in Section 2.3;

**"Sales Taxes"** means any taxes, fees or charges imposed by provincial or federal legislation on the recipient of goods or services supplied in connection with the Transaction, including the goods and services tax and harmonized sales tax as provided for in the *Excise Tax Act* (Canada), or any other value added tax or land transfer (or similar) tax that may be imposed as a result of an amendment to, addition to or replacement of the foregoing;

**"Security Interest"** means any assignment, security, mortgage, charge, pledge, negative pledge, lien or other security interest whatsoever or howsoever created or arising whether absolute or contingent, fixed or floating, perfected or not, which encumbers Vendor's title or the title of its Affiliates in and to the Assets or any part or portion thereof or the proceeds to be received hereunder;

**"Survival Period"** means a period of twelve (12) months following the Closing Date;

**"Transaction"** means the sale and purchase of the Assets pursuant to this Agreement; and

**"Vendor Exchange Acceptance"** means the acceptance of the TSX Venture Exchange of the Transaction on behalf of the Vendor;

## 1.2 Schedules

The following schedule is annexed to and forms a part of this Agreement:

Schedule A      Assets

(the "**Schedule**")

## 1.3 Certain Rules of Interpretation

**Headings.** The insertion of headings in this Agreement is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

**Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

**Number and Gender.** This Agreement shall be read and interpreted with such changes to number and gender as may be required by the context.

**Entire Agreement.** This Agreement and the Confidentiality Agreement constitute the entire agreement between the Parties for the purchase and sale of the Assets and may be amended only by written instrument executed by the Vendor and the Purchaser.

**Time.** In this Agreement all times are Pacific Standard Time or Daylight Saving Time, whichever is in effect.

**Time Periods.** Unless otherwise specified, time periods within or following which any payment is to be made or an act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following, if the last day of the period is not a Business Day.

**Knowledge.** In this Agreement references to a Party's knowledge, information, belief or awareness and similar references mean the actual knowledge of the officers of such Party primarily responsible for the matters at issue, after a reasonable inquiry of its applicable files and records and current employees, but does not include the knowledge of any other Person nor constructive or deemed knowledge. Except as stated above, a Party shall have no obligation to make any inquiry of other Persons or other Person's files and records or of any public office in connection with representations which are made herein in respect of its knowledge, information, belief or awareness.

**Invalidity.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein, unless the deletion would result in such a material change as to cause the completion of the Transaction to be unreasonable.

**Construction.** This Agreement has been prepared through the joint efforts of the Parties and shall not be construed against a Party by reason of having been prepared by such Party.

**References.** A reference to a statute includes all regulations made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation after the date of this Agreement;

- (i) unless the context requires otherwise, references in this Agreement to Articles, Sections or Schedules are to Articles, Sections or Schedules to this Agreement;
- (ii) all references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all Schedules and exhibits attached thereto;
- (iii) the words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it; and
- (iv) a reference to a Person includes that Person's successors and permitted assigns.

**Currency and Payment Obligations.** Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars.

**No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to the express their mutual intent, and no rule of strict construction shall be applied to any Person.

## **ARTICLE 2 PURCHASE OF ASSETS**

### **2.1 Purchase & Sale**

The Vendor hereby agrees to sell, assign, transfer and convey the Assets to Purchaser and the Purchaser agrees to purchase and accept the Assets from the Vendor free and clear of all Encumbrances or other claims of any third party, whether registered or unregistered and whether arising by agreement, statute or otherwise, upon the terms and subject to the conditions set forth in this Agreement. As between the Parties, possession of the Assets, however, will not pass to Purchaser until the Closing. In exchange for the Purchase Price, the Vendor shall deliver to the Purchaser

- (a) registrable transfer documentation to transfer a 100% undivided, beneficial and legal interest in and to the Assets to the Purchaser (or an Affiliate of the Purchaser), in form and substance satisfactory to the Purchaser, acting reasonably; and
- (b) any and all available relevant technical data, geotechnical reports, environmental reports, maps, digital files and other data with respect to the Assets in the Vendor's possession or control, including any and all records and files relating to the Assets.

### **2.2 Payment of Purchase Price**

The Purchaser will deliver to the Vendor the consideration for the sale of the Assets (the "**Purchase Price**") as follows:

- (a) concurrently with the signing of this Agreement, \$100,000 (the "**Deposit**") by way of wire transfer to an account designated by the Vendor in writing to the Purchaser provided that the Vendor shall, within two (2) Business Days, return one half of the Deposit (\$50,000) to the Purchaser upon the Purchaser providing written notice to the Vendor that it has not received the Purchaser Exchange Acceptance after making all commercially reasonable efforts to obtain the Purchaser Exchange Acceptance;
- (b) on the Closing Date, \$300,000 by way of wire transfer to an account designated by the Vendor in writing to the Purchaser;
- (c) an aggregate of 2,500,000 Purchaser Shares to be issued by the Purchaser to the Vendor as follows:
  - (i) 500,000 on the date which is 6 months following the Closing Date;
  - (ii) 500,000 on the date which is 12 months following the Closing Date;
  - (iii) 500,000 on the date which is 18 months following the Closing Date; and
  - (iv) 1,000,000 on the date which is 24 months following the Closing Date; and



- (d) a 3.0% net smelter return royalty on the Assets in favour of the Vendor (the "**Royalty**").

## **2.3 Royalty Agreement**

The terms of the Royalty will be governed by a net smelter return royalty agreement (the "**Royalty Agreement**") to be entered into between the Purchaser and the Vendor at Closing. The Parties agree to negotiate in good faith to settle the terms of the Royalty Agreement promptly following the execution of this Agreement. The Royalty Agreement will include a 1.5% buy-back right in favour of the Purchaser (the "**Buy-Back Right**"). The Buy-Back Right can be exercised by the Purchaser at any point prior to commercial production from any of the Claims on the following terms:

- (a) \$500,000 for 0.5%;
- (b) \$750,000 for a second 0.5%; and
- (c) \$1,000,000 for a third 0.5%.

For greater certainty, if the Purchaser fully-exercises the Buy-Back Right it will have paid \$2,250,000 to the Vendor and the remaining portion of the Royalty following full exercise of the Buy-Back Right will be 1.5%.

## **2.4 Sales Taxes**

If the Vendor, as agent of the Crown, is required to collect from the Purchaser any Sales Taxes in respect of the Assets or the Transaction, then Purchaser shall pay the aggregate amount of the Sales Taxes to the Vendor on the Closing Date, and the Vendor shall remit this amount to the Crown in the manner required by the Regulations. The Purchaser shall be liable for any and all Sales Taxes and similar taxes imposed by provincial or federal legislation in respect of the purchase of the Assets pursuant hereto. If the amount of the Sales Taxes paid by the Purchaser is adjusted as a result of any reassessment by the Governmental Authority responsible for administering such Sales Taxes, then any increase or decrease to the Sales Taxes payable and any interest or penalties from the reassessment shall be paid by or received by the Purchaser. The Purchaser shall be responsible for, and shall indemnify and save the Vendor harmless in respect of any amounts of Sales Taxes (including interest and penalties) in respect of the purchase and sale of the Assets pursuant hereto which are in excess of the amounts collected by the Vendor from the Purchaser pursuant to this Section 2.3.

# **ARTICLE 3 OTHER MATTERS**

## **3.1 Consideration Shares**

At Closing, the Purchaser Shares to be issued by the Purchaser shall be:

- (a) issued as fully paid and non-assessable Purchaser Shares, free and clear of all Encumbrances;
- (b) issued pursuant to an exemption from the prospectus requirements under Applicable Laws; and
- (c) issued with the following restricted legend:



“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ♦, 2024 [insert date that is four months and one day after the distribution date]”;

### **3.2 Required Approvals**

The Parties shall use all reasonable commercial efforts to obtain the Required Approvals in respect of the Transaction. Each Party shall provide such information and cooperation as the other Party may reasonably request in connection therewith.

### **3.3 Regulatory Transfers**

The Parties shall use all reasonable commercial efforts to obtain approval from the Ministry for the transfer of the Assets from the Vendor to the Purchaser. Notwithstanding anything else to the contrary in this Agreement, if for any reason at any time the Ministry requires the posting of a security deposit with the Ministry in order to approve the transfer of any license, permit or other authorization relating to any of the Assets, the Purchaser shall deliver such security deposit to the Ministry within five (5) Business Days of such notice, which security deposit shall be in the form, amount and manner prescribed by the Ministry.

## **ARTICLE 4 CLOSING**

### **4.1 Closing**

The Closing will take place on the Closing Date at the offices of the lawyers for the Purchaser or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for the Parties, provided such undertakings are satisfactory to each Party's respective legal counsel.

### **4.2 The Purchaser's Conditions Precedent**

The obligation of the Purchaser to effect Closing will be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent:

- (a) the Vendor's representations and warranties contained in Section 5.1 shall be true and correct in all material respects on the date of this Agreement and on the Closing Date;
- (b) the Purchaser Exchange Acceptance and the Vendor Exchange Acceptance shall have been received;
- (c) the Vendor shall have complied with all of its material obligations in this Agreement that were required to be complied with prior to the Closing Date;
- (d) the Vendor and the Purchaser shall have entered into the Royalty Agreement;
- (e) the Vendor and the Purchaser shall have entered into the Operating Agreement;
- (f) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction will be in effect prohibiting the Transaction and no action or proceeding at

law or in equity will have been instituted or be pending against either of the Parties to restrain or prohibit the transactions between the Parties contemplated hereby or otherwise;

- (g) no event will have occurred or condition or state of facts of any character will have arisen or been threatened and no legislation (whether by statute, rule, regulation, by-law or otherwise) will have been introduced or proposed nor any policy announced by any Governmental Authority which would reasonably be expected to have a materially adverse effect upon the Assets;
- (h) the Vendor will initiate, via the Saskatchewan Mineral Administration Registry System (MARS), an electronic transfer capable of being accepted by the Purchaser respecting all of the Vendor's interest in the Assets; and
- (i) on the Closing Date, the Vendor shall have delivered to the Purchaser, and the Purchaser shall have confirmed receipt of, the following documents:
  - (i) the material transfers, conveyances, assignments, novation agreements, notices and other documents and instruments that the Purchaser considers necessary for the purpose of effecting the purchase and sale and registration of all of the Assets in accordance with the terms of this Agreement, executed by the Vendor (but execution by third parties shall not be required);
  - (ii) certified copy of a resolution of the directors of the Vendor approving this Agreement and the transfer and assignment to the Purchaser of the Vendor's right, title and interest in and to the Assets;
  - (iii) a certificate of an officer of the Vendor, acting in his capacity as officer of the Vendor and not in his personal capacity, certifying, to the best of his knowledge that the representations and warranties of the Vendor set forth in Section 5.1 of this Agreement are true, accurate, and correct as of the Closing Date, and certifying that the Vendor has fulfilled or performed, when required, all of its obligations contained in this Agreement to be fulfilled and/or performed on or before the Closing Date; and
  - (iv) all other necessary consents, resolutions, approvals, waivers and authorizations required to enable the transfer and assignment of the Vendor's right, title and interest in and to the Assets to the Purchaser as provided for in this Agreement.

The preceding conditions are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser in writing. If any of the preceding conditions are not satisfied or waived by the Purchaser on or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Vendor on or before the Closing Date and Section 6.1 shall apply.

#### **4.3 The Vendor's Conditions Precedent**

The obligations of the Vendor to complete the sale of Assets hereunder will be subject to the satisfaction of or compliance with, at or before the Closing Date, each of the following conditions precedent:

- (a) on the Closing Date, the Purchaser shall have delivered to the Vendor by wire transfer the cash portion of the Purchase Price specified in Section 2.2(a);
- (b) the Purchaser Exchange Acceptance and the Vendor Exchange Acceptance shall have been received, if required;
- (c) the Purchaser's representations and warranties contained in Section 5.4 shall be true and correct in all material respects on the date of this Agreement and on the Closing Date;
- (d) the Purchaser shall have complied with all of its material obligations in this Agreement that were required to be complied with prior to the Closing Date;
- (e) the Vendor and the Purchaser shall have entered into the Royalty Agreement;
- (f) the Vendor and the Purchaser shall have entered into the Operating Agreement;
- (g) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction will be in effect prohibiting the Transaction and no action or proceeding at law or in equity will have been instituted or be pending against either of the Parties to restrain or prohibit the transactions between the Parties contemplated hereby or otherwise;
- (h) no event will have occurred or condition or state of facts of any character will have arisen or been threatened and no legislation (whether by statute, rule, regulation, by-law or otherwise) will have been introduced or proposed nor any policy announced by any Governmental Authority which would reasonably be expected to have a materially adverse effect upon the Assets; and
- (i) on the Closing Date, the Purchaser shall have delivered to the Vendor, and the Vendor shall have confirmed receipt of, the following documents:
  - (i) all transfers, conveyances, assignments, novation agreements, notices and other documents and instruments Vendor considers necessary for the purpose of effecting the purchase and sale of all of the Assets in accordance with the terms of this Agreement, executed by Purchaser (but execution by third parties shall not be required),
  - (ii) certified copy of a resolution of the directors of the Purchaser approving this Agreement;
  - (iii) a certificate of an officer of the Purchaser, acting in his capacity as officer of the Purchaser and not in his personal capacity, certifying, to the best of his knowledge that the representations and warranties of the Purchaser set forth in Section 5.4 are true, accurate, and correct as of the Closing Date, and certifying that the Purchaser has fulfilled or performed, when required, all of its obligations contained in this Agreement to be fulfilled and/or performed on or before the Closing Date; and
  - (iv) all other necessary consents, resolutions, approvals, waivers and authorizations required to enable the transfer and assignment of the Vendor's

right, title and interest in and to the Assets to the Purchaser as provided for in this Agreement.

The preceding conditions are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor in writing. If any of the preceding conditions are not satisfied or waived by the Vendor on or before the Closing Date, the Vendor may terminate this Agreement by written notice to the Purchaser on or before the Closing Date and Section 6.1 shall apply.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 The Vendor's Representations**

As an inducement to the Purchaser, and with the knowledge and intention that the Purchaser will rely thereon in entering into and consummating the transactions contemplated in this Agreement, the Vendor hereby represents and warrants to the Purchaser, at the date hereof and on the Closing Date, as follows:

- (a) the Vendor is a body corporate formed pursuant to the laws of British Columbia and validly subsisting under the Applicable Laws of those jurisdictions in which it is required to be registered for the purposes of the Transaction and has the requisite capacity, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
- (b) the Vendor has due and sufficient right, authority and capacity to enter into this Agreement on the terms and conditions herein set forth and to transfer and assign legal and beneficial right, title and interest in and to the Assets and to perform its obligations hereunder;
- (c) the execution and delivery of this Agreement and all other agreements and instruments to be executed and delivered hereunder and the completion of the sale of the Assets in accordance with the terms of this Agreement have been duly authorized by all necessary action by the Vendor;
- (d) the execution, delivery and performance by the Vendor of its obligations under this Agreement and the consummation of the Transaction does not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Authority by the Vendor, except as contemplated in this Agreement;
- (e) none of the execution and delivery of this Agreement by the Vendor, the performance of the Vendor's obligations under this Agreement, or the completion by the Vendor of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):
  - (i) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws or any resolutions of the directors or shareholders of the Vendor;
  - (ii) result in the creation or imposition of any Encumbrance on the Assets;

- (iii) allow any Person to exercise any rights, require any consent or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Vendor is entitled under any contract or any Authorization to which the Vendor is a party or by which the Vendor is bound, relating to the Assets, the business or operations contemplated to be carried on in respect thereof or the liabilities, obligations or prospects related thereto;
  - (iv) contravene any Applicable Law; or
  - (v) contravene any judgment, order, writ, injunction or decree of any Governmental Authority;
- (f) this Agreement is, and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of Vendor enforceable against the Vendor in accordance with their terms;
- (g) except for the registration of transfer of the Assets by the Saskatchewan Minister of Energy and Resources pursuant to section 84(3) of The Mineral Tenure Regulations (Saskatchewan), no consent, approval, order, authorization, registration or declaration of, or filing with, any Governmental Authority or other Person is required by the Vendor in connection with:
  - (i) the Closing; and
  - (ii) the observance and performance by the Vendor of its obligations under this Agreement;
- (h) other than the Purchaser, no Person has or will have any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement for the purchase or other acquisition from the Vendor of its interest in the Assets;
- (i) the Vendor is the beneficial and legal owner of a 100% undivided interest in the Assets. The Vendor holds the Assets free and clear of all Encumbrances other than Permitted Encumbrances. The Vendor has, and at the Closing Time will have, full legal right, power and authority to sell, assign and transfer its right, title and interest in and to the Assets to the Purchaser on the basis contemplated herein;
- (j) no Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from the Vendor, or on or following the Closing, of any portion of the Assets;
- (k) other than as set out in the Agreement, there are no royalties (net smelter royalty or otherwise) or similar obligations in place with respect of the Assets;
- (l) the Vendor has been in compliance with Applicable Law in connection with the ownership of the Assets. The Vendor is not under any investigation with respect to, has not been charged with or threatened to be charged with, or received notice of, any violation or potential violation of any Applicable Law or disqualification by a Governmental Authority in connection with the ownership of the Assets;

- (m) the Vendor holds all licenses issued by a Governmental Authority which are necessary in connection with the ownership of the Assets and there are no other licenses, authorizations or permits which are required to own and operate the Assets in the manner which they are currently owned and operated by the Vendor. During the three year period preceding the date hereof, the Vendor has not received any notice of default or termination under any mining claims, leases or permits relating to the Assets and, to the knowledge of the Vendor, there exists no state of facts which after notice or lapse of time or both would constitute such a material default or would give rise to a right of termination, revocation, suspension, cancellation, prevent the renewal of or limit any mining claims, lease or permits comprising the Assets;
- (n) the Assets is as described presently in good standing in all material respects under the laws of the Province of Saskatchewan. All amounts required to be paid to Governmental Authorities to keep the Assets in good standing to the Closing Date have been paid. All work commitments or payments in lieu thereof required under all Applicable Laws of the Province of Saskatchewan in connection with the Assets have been satisfied or paid by the Vendor for the period ending December 31, 2023, all work conducted on the Assets by the Vendor has been filed for assessment under all Applicable Laws of the Province of Saskatchewan, and without limiting the generality of the foregoing, the Assets is in good standing until the "Expiry Dates" set forth in Schedule "A";
- (o) during the three year period prior to the date hereof, no Person has initiated in writing to the Vendor or, to the actual knowledge of the Vendor, threatened any proceedings for actions taken or not taken on, or in connection with, past or present activities of the Vendor or any Affiliate thereof in respect of the Assets;
- (p) the Vendor's ownership of the Assets is in compliance in all material respects with, and is not in default or violation in any material respect under, and the Vendor has not been charged with or received any notice at any time of any material violation of, any Applicable Law in connection with the Vendor's ownership of the Assets;
- (q) the Vendor has not received any notice of and there are no actions, suits or proceedings, judicial or administrative, pending or, to the knowledge of the Vendor, threatened, by or against or affecting the Vendor, including those which relate to the Assets, at law or in equity, or before or by any court or any Governmental Authority, and the Vendor is not aware of any ground upon which any such action, suit or proceeding might be commenced;
- (r) there is no adverse claim or challenge against or to the Vendor's ownership of the Assets nor, to the knowledge of the Vendor, is there any basis therefor;
- (s) to the best of the knowledge of the Vendor, all exploration, development and mining activities in connection with the Assets by the Vendor or its representatives have been conducted in accordance with good exploration practices and all applicable Laws, regulations and policies have been complied with in all material respects;
- (t) the Vendor has not received any notice of, any claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either the Vendor or any of its property, assets or operations, relating to, or alleging any violation of, any Environmental Laws in connection with the ownership, use, maintenance, operation,

closure or remediation of the Assets by the Vendor. The Vendor is not aware of any facts or conditions which could give rise to any such claim or judicial or administrative proceeding or otherwise the Assets otherwise incurring liability. Neither the Vendor, nor any of its property, assets or operations which relate to the Assets is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a Release of any Hazardous Substances into the Environment, except for compliance inspections conducted in the normal course by any Governmental Authority;

- (u) there are no orders, rulings, directives or Governmental Authority policies issued, pending or threatened against the Vendor in connection with the ownership, use, maintenance or operation of the Assets under or pursuant to any Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the Assets;
- (v) to the best of the knowledge of the Vendor, there are no costs, damages or other liabilities arising from or related to: (i) the presence, emission, migration, disposal, Release or threatened Release of any Hazardous Substances (including any investigation, assessment, remediation, monitoring or other work), whether on or off site, in order to prevent, address or mitigate liabilities that have been, are being or may reasonably be incurred; and (ii) no Assets have been used for the disposal of waste, Release or transportation of, any substance, material or waste in violation of any Environmental Laws, or that may reasonably adversely affect the use or value of the Assets or otherwise result in liability;
- (w) the Vendor has, to its knowledge, made available to the Purchaser all material information in the possession or control of the Vendor or any of its Affiliates relating exclusively to the Assets, and in particular, the Vendor has, to its knowledge, made available all information in the possession or control of the Vendor in respect of material liabilities relating to the Assets;
- (x) the Vendor: (i) is not a party to any arrangement or understanding with First Nations, Métis, tribal or native authorities, communities or groups in relation to the environment or the development of communities in the vicinity of, or in connection with, the Assets; (ii) is not currently engaged or involved in any disputes, discussions or negotiations with First Nations, Métis, tribal or native authorities, communities or groups, or Governmental Authority, other than normal course engagement; and (iii) has not received notice of any existing claim with respect to the Assets, either from First Nations, Métis, tribal or native authorities, communities or groups or any Governmental Authority, indicating that any part of the Assets infringes upon or has an adverse effect on aboriginal rights or interests;
- (y) the Vendor has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees for this Transaction for which the Purchaser will have any obligation or liability;
- (z) the Vendor is not a non-resident of Canada as described in section 116 of the Canadian Tax Act;



- (aa) the Vendor is a registrant in accordance with the provisions of the *Excise Tax Act* (Canada).

## **5.2 Covenants**

The Vendor acknowledges that prior to the completion of the Transaction, the Purchaser will be required to submit to the Exchange for review and approval of the Listing Statement and the Vendor hereby covenants and agrees to use commercial reasonable efforts to provide all information in its possession regarding the Assets for the purposes of the preparation of the Listing Statement.

## **5.3 Survival**

The representations, warranties and covenants of the Vendor contained in this Agreement will survive the Closing and, notwithstanding the Closing, will (except where otherwise specifically provided in this Agreement) continue in full force and effect for a period of twelve (12) months from the Closing Date.

## **5.4 The Purchaser's Representations**

As an inducement to the Vendor, and with the knowledge and intention that the Vendor will rely thereon in entering into and consummate the transactions contemplated in this Agreement, the Purchaser hereby represents and warrants to the Vendor, at the date hereof and on the Closing Date, as follows:

- (a) the Purchaser is a body corporate formed pursuant to the laws of British Columbia and the Applicable Laws of those jurisdictions in which it is required to be registered for the purposes of this Transaction and has the requisite capacity, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement and all other agreements and instruments to be executed and delivered hereunder and the completion of the purchase of the Assets in accordance with the terms of this Agreement have been duly authorized by all necessary action by Purchaser;
- (c) none of the execution and delivery of this Agreement by the Purchaser, the performance of the Purchaser's obligations under this Agreement, or the completion by the Purchaser of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):
  - (i) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws or any resolutions of the directors or shareholders of the Purchaser;
  - (ii) contravene any Applicable Law; or
  - (iii) contravene any judgment, order, writ, injunction or decree of any Governmental Authority;
- (d) this Agreement and all documents executed and delivered pursuant to this Agreement will be, legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their terms;

- (e) the Purchaser has not incurred any liability, contingent or otherwise, for broker's or finder's fees for this Transaction for which the Vendor will have any liability;
- (f) the Purchaser is not a non-resident of Canada for the purpose of the Canadian Tax Act;
- (g) the Purchaser represents and warrants that it is a registrant in accordance with the provisions of the *Excise Tax Act* (Canada); and
- (h) the Purchaser has sufficient immediately available funds required to pay the cash portion of the Purchase Price to the Vendor on execution of this Agreement and on Closing.

## **5.5 Survival**

The representations, warranties and covenants of the Purchaser contained in this Agreement will survive the Closing and, notwithstanding the Closing, will (except where otherwise specifically provided in this Agreement) continue in full force and effect for a period of twelve (12) months from the Closing Date.

## **ARTICLE 6 TERMINATION**

### **6.1 Rights of Termination**

The Parties agree that this Agreement may only be terminated, save in the case of fraud, under this Agreement or at law or in equity, in the following circumstances:

- (a) by mutual agreement of the Parties;
- (b) by the Vendor in accordance with Section 4.3;
- (c) by the Purchaser in accordance with Section 4.2; or
- (d) by either Party, if the Closing Date has not occurred by the Outside Date, provided that a party may not terminate the Agreement pursuant to this section if its failure to fulfil any obligation or breach of any of representation and warranty under this Agreement has been a principal cause of, or resulted in, the failure of the Closing Date to occur by such date;

and any other breach of this Agreement, at law or in equity, by the Vendor or the Purchaser shall only give rise to a claim for damages.

### **6.2 Effect of Termination**

- (a) Any termination of this Agreement pursuant to Section 6.1 shall be effective immediately upon the delivery of a written notice of termination.
- (b) Subject to Section 6.2(c), if this Agreement is terminated in accordance with Section 6.1, then except for the obligations under Section 7.3, the Confidentiality Agreement, and the covenants, warranties, representations or other obligations breached prior to

the time at which termination occurs, the Parties shall be released from all of their obligations under this Agreement and each Party shall be responsible for its own costs.

- (c) If this Agreement is terminated, the Purchaser shall immediately:
  - (i) return to Vendor all materials delivered to the Purchaser by the Vendor, together with all copies of them that may have been made by the Purchaser, and
  - (ii) cease using any confidential information and promptly return to the Vendor all confidential information delivered to the Purchaser by the Vendor, and destroy all copies and reproductions (both written and electronic) in its possession and in the possession of any Person that received confidential information from the Purchaser.
- (d) The provisions of this Section 6.2, Section 1.1, Article 7 and the Confidentiality Agreement shall survive termination of this Agreement.

## **ARTICLE 7 GENERAL**

### **7.1 Notices**

All notices, requests, consents, Claims, demands, waivers and other communications hereunder by a Party to the other Party shall be in writing, and shall be deemed to have been given:

- (a) when delivered to addressee by hand;
- (b) when received by the addressee if sent by a nationally recognized courier; or
- (c) when delivered to addressee by email, in which case for such notice to be effective, at least one Representative of each Party addressee must acknowledge receipt of such email (provided that an automated response from the email account or server of the intended recipient does not constitute an affirmative reply) and the notice must be in portable document format (pdf),

in each case if received during normal business hours of such addressee on a Business Day, or on the next Business Day. Such communications must be sent to the respective Party at the following addresses (or at such other address) for such Party as shall be specified for such purpose in a notice given in accordance with this Section 7.1.

**VENDOR: Stallion Uranium Corp.**

Mail Address: 700 - 838 West Hastings Street  
Vancouver, BC V6C 0A6

Attention: Drew Zimmerman

Email:

**PURCHASER: Glorious Creation Limited**

Mail Address: 401 - 750 West Pender Street  
Vancouver, BC V6C 2T7

Attention: Nick Luksha

Email:

## **7.2 Further Assurances**

The Vendor and The Purchaser shall on and after Closing Date, at the request of the other and without further consideration, do and perform all further acts and execute and deliver all further documents reasonably required and co-operate in securing execution of all documents by third parties where required to ensure the conveyance of the Assets to the Purchaser, and to ensure the carrying out of the terms of this Agreement.

## **7.3 Confidentiality**

- (a) the Purchaser or its Representatives shall not disclose any information concerning the Assets, or any aspect of the Transaction, to anyone other than as required by Governmental Authorities or the Regulations without the prior written consent of the Vendor. This obligation terminates when that information becomes generally available to the public other than through the breach by the Purchaser or its Representatives.
- (b) the Vendor and the Purchaser shall cooperate with each other in releasing information concerning this Agreement and the Transaction, and shall furnish to and discuss with the other Party drafts of all press and other releases prior to publication, provided that no public announcement shall include the name of the other Party to this Agreement, or information that identifies the other Party to this Agreement or its business, without the consent of that other Party. No Party shall make a public disclosure without the other Party's consent, provided that Section 9.4(b) does not prevent either Party from (i) complying with Applicable Laws, Exchange Policies or stock exchange rules; or (ii) furnishing information to any Governmental Authority or to the public if required by the Regulations, however, the Parties shall advise each other in advance of any public statement they propose to make regarding this Agreement so that the other Party may seek a protective order or other remedy if appropriate.

## **7.4 Assignment**

This Agreement may not be assigned by either Party without the consent of the other, which consent may be withheld at the sole discretion of such Party, with the exception of an assignment by the Purchaser to an Affiliate of the Purchaser.

## **7.5 Successors and Assigns**

This Agreement becomes effective only when executed by the Purchaser and the Vendor. After that time, it will be binding upon and enure to the benefit of the Purchaser and the Vendor and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Vendor without the prior written

consent of the Purchaser. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by the Purchaser without the prior written consent of the Vendor.

#### **7.6 Time of Essence**

Time is of the essence.

#### **7.7 Governing Law**

This Agreement will be interpreted and enforced in accordance with the laws in force in the Province of British Columbia, and each of the Parties submits to the jurisdiction of the courts of the Province of British Columbia for the interpretation and enforcement of this Agreement.

#### **7.8 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 all Parties and no waiver of any breach of any term or provisions 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. No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy in law or in equity or by statute or otherwise conferred.

#### **7.9 Expenses**

Each Party shall pay its costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto.

#### **7.10 Third Party Beneficiaries**

This Agreement is not intended to confer any rights or remedies on any Person other than the Parties.

#### **7.11 Counterpart**

This Agreement may be executed in as many counterparts as are necessary and all executed counterparts together shall constitute one agreement. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

**STALLION URANIUM CORP.**

Per: /s/ "Drew Zimmerman"

Per: Drew Zimmerman, CEO

**GLORIOUS CREATION LIMITED**

Per: /s/ "Nick Luksha"

Per: Nick Luksha, CEO

**SCHEDULE A  
ASSETS**

Stallion Eastern Basin Projects							
Project Name	Claim ID	Owner	Effective Date	Area in HA	Standing	End of Work Period	Good Standing To:
Cigar Lake East	MC00014521	Stallion Uranium Corp.	2021-02-11	1,801	In Good Standing	2028-02-11	2028-05-11
Cigar Lake East	MC00014522	Stallion Uranium Corp.	2021-02-11	497	In Good Standing	2028-02-12	2028-05-12
Roughrider South	MC00014523	Stallion Uranium Corp.	2021-02-11	604	In Good Standing	2028-02-13	2028-05-13
Roughrider South	MC00014524	Stallion Uranium Corp.	2021-02-11	541	In Good Standing	2028-02-14	2028-05-14
Ford Lake	MC00014551	Stallion Uranium Corp.	2021-02-16	5,830	In Good Standing	2025-02-16	2025-05-17
Ford Lake	MC00014552	Stallion Uranium Corp.	2021-02-16	1,257	In Good Standing	2025-02-16	2025-05-17
Ford Lake	MC00014553	Stallion Uranium Corp.	2021-02-16	344	In Good Standing	2025-02-16	2025-05-17
			Total HA	10,874			