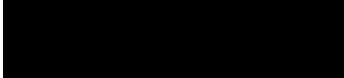




March 1, 2022 (the “Effective Date”)

Jackie & Daniel Frenette,


Property Purchase Agreement, Bathurst Mining Camp, NB (the “Purchase Agreement”)

DEFINITIONS

In this Agreement:

“**NBDERD**” means the New Brunswick Department of Energy and Resource Development.

“**Lovalls Lake Property**” means Claim 9811, which is registered under Jackie Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada. (See Schedule A)

“**Muddy Lake Brook Property**” means Claim 9810, which is registered under Daniel Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada. (See Schedule A)

“**Lovalls Lake Porph 4 Property**” means Claim 10077, which is registered under Daniel Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada. (See Schedule A)

“**Prospectors Assistance Program**” (NBPAP) means the financial assistance program offered by the NBDERD to prospectors searching for metallic minerals in New Brunswick,

“**Transfer of ownership**” means becoming the registered owner of the Claims for the Properties.



WHEREAS THIS Purchase Agreement is between:

Jackie and Daniel Frenette of [REDACTED], (the “Vendors”, or “Owners”)

And

Nine Mile Metals Ltd. of #350 – 1650 West 2nd Avenue, Vancouver, BC V6J 1H4, (the “Purchaser”)

(to each a “Party”, and together the “Parties”)

WHEREAS this Purchase Agreement sets out the basic terms and conditions upon which the Vendors agree to Sell 100% undivided interest in Lovalls Lake Property, Muddy Lake Brook Property, and Lovalls Lake Porph 4 Property (together, the “Properties”). The Purchaser acknowledges the “interest-owner” of these properties and their interests are as follows:

Jackie Frenette,	Lovalls Lake (100%)	Per: Jackie Frenette,
Daniel Frenette	Muddy Lake Brook (100%)	Per: Daniel Frenette
Daniel Frenette	Lovalls Lake Porph 4 (100%)	Per: Daniel Frenette

THEREFORE:

1 THE PROPERTIES

The Lovalls Lake Property consists of (1) One Claim: Lovalls Lake (9811), comprising (10) ten claim units which are registered to Jackie Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada (refer **Schedule A**).

The Muddy Lake Brook Property consists of (1) One Claim: Muddy Lake Brook (9810), comprising (7) seven claim units which are registered to Daniel Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada (refer **Schedule A**).

The Lovalls Lake Porph 4 Property consists of (1) One Claim: Lovalls Lake (10077), comprising (18) eighteen claim units which are registered to Daniel Frenette and located in the Bathurst Mining Camp of New Brunswick, Canada (refer **Schedule A**).

2 REPRESENTATIONS BY THE VENDOR

The Vendors hereby represent and warrant to the Purchaser that regarding the Properties:

- a) The Vendors have the right, power, authority and capacity to enter into and carry out their obligations under this agreement, and to grant to the Purchaser the right to acquire and to convey to the Purchaser one hundred (100%) percent undivided interest in the Properties;
- b) the Properties have been properly and duly recorded in accordance with the laws of the Province of New Brunswick;
- c) assessment work has been performed, filed and recorded to maintain the Properties in good standing in accordance with the laws of the Province of New Brunswick;
- d) all taxes, assessments, rentals, levies or other payments relating to the Properties and required to be made by the Province have been made;
- e) the Vendors confirm that the conditions on and relating to the Properties have been in compliance with all applicable federal and provincial laws relating to environmental matters, waste disposal and storage, and pollution control standards, since they acquired the Properties;
- f) the Vendors' interests in and to the Properties are free and clear of any and all liens, charges, claims, encumbrances, mortgages, hypothecs, agreements, adverse claims (including, without limitation, any order or judgment relating to the Properties or any legal proceedings in process, pending or threatened which might result in any such order or judgment), royalties or other payments in the nature of a rent or royalty, or other interests of whatsoever nature or kind, recorded or unrecorded;
- g) neither the execution or delivery hereof, nor the performance by the Vendors of their obligations hereunder will cause default under, or conflict, with any provisions of any agreements to which the Vendors are a party;
- h) the Vendors own and hold absolute title to the mining rights pertaining to the Properties comprised solely of mining rights;
- i) the Vendors agree, at time of signing this Purchase Agreement, to assist and direct the Purchaser in any way possible with the accumulation of data in their possession or help direct them to the applicable public access locations and any other means the Vendor deems applicable; and
- j) The Vendors agree to provide the NBDEM profiles for Claim 9810, 9811 and 10077, including all credits applied, also credit (in pending status) and grant amounts to be filed and applied to the claims being Purchased.



3 REPRESENTATIONS BY THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor that it is, or shall be, properly registered in New Brunswick to carry out exploration and development activities on the Properties, within Ten (10) Business Days from the execution hereof.

4 PURCHASER RIGHTS and PAYMENTS

The Purchaser shall have the right to acquire an undivided 100% interest in the Properties, subject to the NSR, Cash Payment and Share Payment as defined below:

Cash and Share Payments

- a) Upon the Parties signing of the Purchase Agreement, and subject to any regulatory approval required, the Purchaser shall have up to (30) thirty days to pay the Vendors a single combined payment total of \$15,000.00 (Fifteen Thousand) Canadian Funds (the "**Cash Payment**") and issue 75,000 common shares of the Purchaser (the "**Share Payment**").
- b) The Vendors have Five (5) Business days upon acceptance of this Purchase Agreement to inform the Purchaser, of the names and number allocation in which Share Payments should be registered.

5 NET SMELTER ROYALTY

Following the purchase of the Properties by the Purchaser, the Vendors shall retain a 1.0% net smelter royalty (the "**NSR**") on the Properties derived from metallic mineral production. The Purchaser has the right to purchase 100% of the 1.0% NSR for \$1,000,000 at any time prior to the commencement of commercial production. The NSR shall be recorded against all applicable Claim Titles, and any subsequent transfers or assignments thereof.

During production of minerals from the Properties, the Purchaser shall provide written quarterly mineral production and NSR calculation reports to the Vendors.



6 OPERATIONS

During the term of the Purchase Agreement, the Purchaser shall maintain the claims in good standing at all times, subject to the Claim Abandonment clause. The Purchaser shall carry out work programs on the Properties according to the New Brunswick Mining Act and Regulations, and the Purchaser shall abide by all Provincial and Federal environmental regulations.

All exploration work carried out on the Properties shall be filed in a timely manner with, and approved by, the New Brunswick Department of Energy and Minerals (NBDEM) for assessment work purposes.

7 TRANSFER OF OWNERSHIP TO THE PURCHASER

Within Seven (7) Business Days of the Purchaser making the Cash Payment to the Vendors, the Vendors agree to transfer title of the Claims in the Properties to the Purchaser with the NBDEM eClaims System, at the sole expense of the Purchaser.

The Purchaser will wire the Cash Payment based on wire instructions given by the Vendors.

8. CONFIDENTIALITY

The Vendors and Purchaser agree that during the term of this Purchase Agreement they shall not disclose to any third party any information concerning this Purchase Agreement and the Properties, or the activities thereon, without the written consent of the Purchaser.

9. FORCE MAJEURE

The Purchaser and Vendors agree any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise not caused by or not under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, and other like events that are beyond the reasonable anticipation and control of the party affected thereby,



despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

10. GENERAL

This Agreement shall be executed by the Purchaser, and an executed copy thereof delivered to the Vendors, within Five (5) Business Days from the Effective Date, otherwise, this Agreement shall be null and void.

This Agreement may be executed personally, or by way of Electronic Signature or Video Conference Signature, in any number of counterparts to the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement. A facsimile, or PDF copy, of this Agreement, signed by any Party to this Agreement, or a signature in electronic format of any Party to this Agreement, shall constitute the valid and binding signature of such Party, with the same effect as if it were an original signature endorsed on this Agreement. Each Party hereto undertakes to provide each and every other Party hereto with a copy of the Agreement bearing original signatures, forthwith upon demand.

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

Agreed to by all Parties as of the Effective Date:

Nine Mile Metals Ltd.

"Charles MaLette"

Charles MaLette,
President, CEO and Director



Vendors

"Signed"
Witness

"Jackie Frenette"
Jackie Frenette, (Owner of claim 9811)

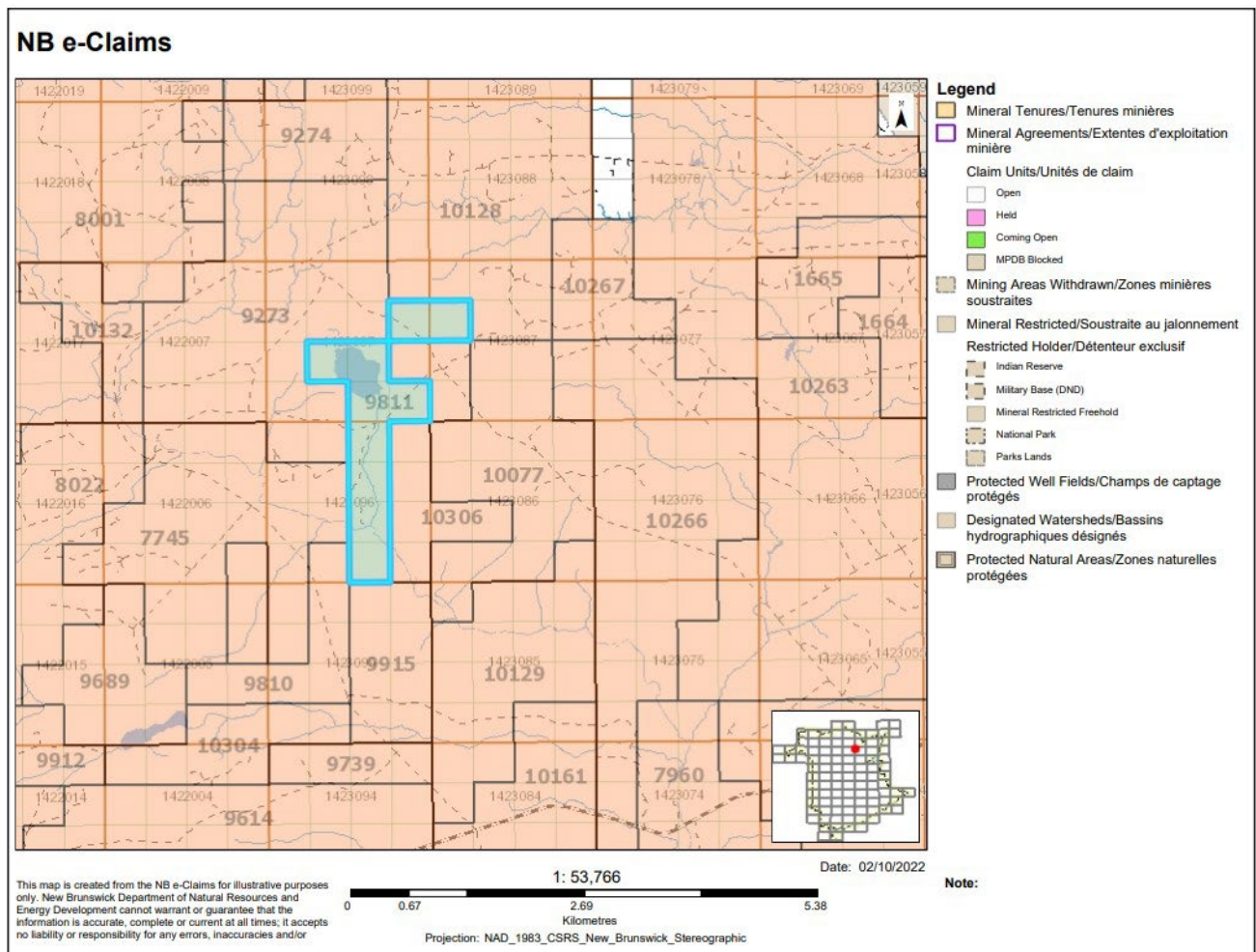
"Signed"
Witness

"Daniel Frenette"
Daniel Frenette (Owner of claims 9810, 10077)

Schedule A

The Lovalls Lake Property consists of one (1) claim: 9811. Claim 9811 comprises of ten (10) claim units: 1423087L, 1423096B, 1423096G, 1423096J, 1423096O, 1423097A, 1423097B, 1423097F, 1423097G, and 1423097I respectively.

Claim 9811 is shown on the map below.





Search

Back

New Search

Print

Mineral Claim Detail

Right Number	9811	Claim Type	Mineral
Claim Name	Lovalls Lake	Claim Sub Type	Claim
Issue Date	2020-12-29	Title Type	Claim
Expiry Date	2022-12-29	Status	Active
Owners	15951 JACKIE FRENETTE 100%		
NTS Sheet	21 P.05		

Claim Events:

Submitter	Event	Effective Date
15951	Acquisition --- 48478	2020-12-29
Joe MacIntosh	Tenure Protection Removal --- 52209	2021-12-15
15951	Report of Work --- 52356	2021-12-23
15951	Renewal --- 52357	2021-12-23

Work Required to Date	\$1,000.00	Number of Units	10
Work Applied to Date	\$0.00	Current Term	2
Available Excess	-\$1,000.00	Renewal Rate per Unit	\$10.00
		Work Required to Renew	\$1,500.00
		Balance Needed to Renew	\$2,500.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1423087L	2022-12-29	\$0.00	\$100.00	-\$100.00
1423096B	2022-12-29	\$0.00	\$100.00	-\$100.00
1423096G	2022-12-29	\$0.00	\$100.00	-\$100.00
1423096J	2022-12-29	\$0.00	\$100.00	-\$100.00
1423096O	2022-12-29	\$0.00	\$100.00	-\$100.00
1423097A	2022-12-29	\$0.00	\$100.00	-\$100.00
1423097B	2022-12-29	\$0.00	\$100.00	-\$100.00
1423097F	2022-12-29	\$0.00	\$100.00	-\$100.00
1423097G	2022-12-29	\$0.00	\$100.00	-\$100.00
1423097I	2022-12-29	\$0.00	\$100.00	-\$100.00

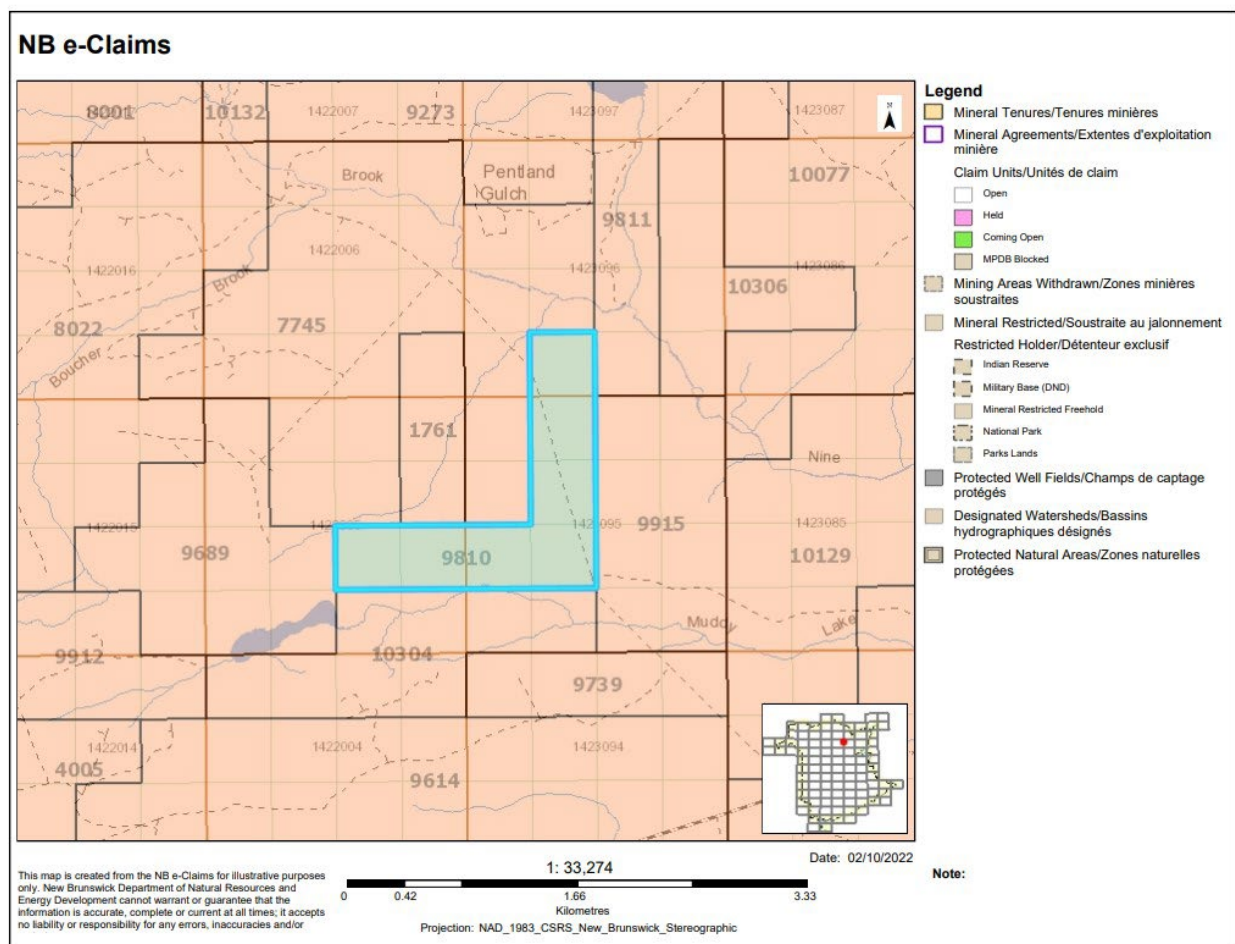
Back

New Search

Print

The Muddy Lake Brook Property consists of one (1) claim: 9810. Claim 9810 comprises of seven (7) claim units: 1422005G, 1422005H, 1423095E, 1423095F, 1423095K, 1423095N and 1423096C respectively.

Claim 9810 is shown on the map below.





2/10/22, 9:52 AM

NB e-CLAIMS



Current time: 10 Feb 2022, 9:52:10 AM

Search

Back

New Search

Print

Mineral Claim Detail

Right Number	9810	Claim Type	Mineral
Claim Name	Muddy Lake Brook	Claim Sub Type	Claim
Issue Date	2020-12-29	Title Type	Claim
Expiry Date	2022-12-29	Status	Active
Owners	12418 DANIEL FRENETTE 100%		
NTS Sheet	21 P05		
	21 Q08		

Claim Events:

Submitter	Event	Effective Date
12418	Acquisition --- 48474	2020-12-29
Joe MacIntosh	Tenure Protection Removal --- 52209	2021-12-15
15951	Renewal --- 52358	2021-12-23

Work Required to Date	\$0.00	Number of Units	7
Work Applied to Date	\$0.00	Current Term	2
Available Excess	\$0.00	Renewal Rate per Unit	\$10.00
		Work Required to Renew	\$1,750.00
		Balance Needed to Renew	\$1,750.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1422005G	2022-12-29	\$0.00	\$0.00	\$0.00
1422005H	2022-12-29	\$0.00	\$0.00	\$0.00
1423095E	2022-12-29	\$0.00	\$0.00	\$0.00
1423095F	2022-12-29	\$0.00	\$0.00	\$0.00
1423095K	2022-12-29	\$0.00	\$0.00	\$0.00
1423095N	2022-12-29	\$0.00	\$0.00	\$0.00
1423096C	2022-12-29	\$0.00	\$0.00	\$0.00

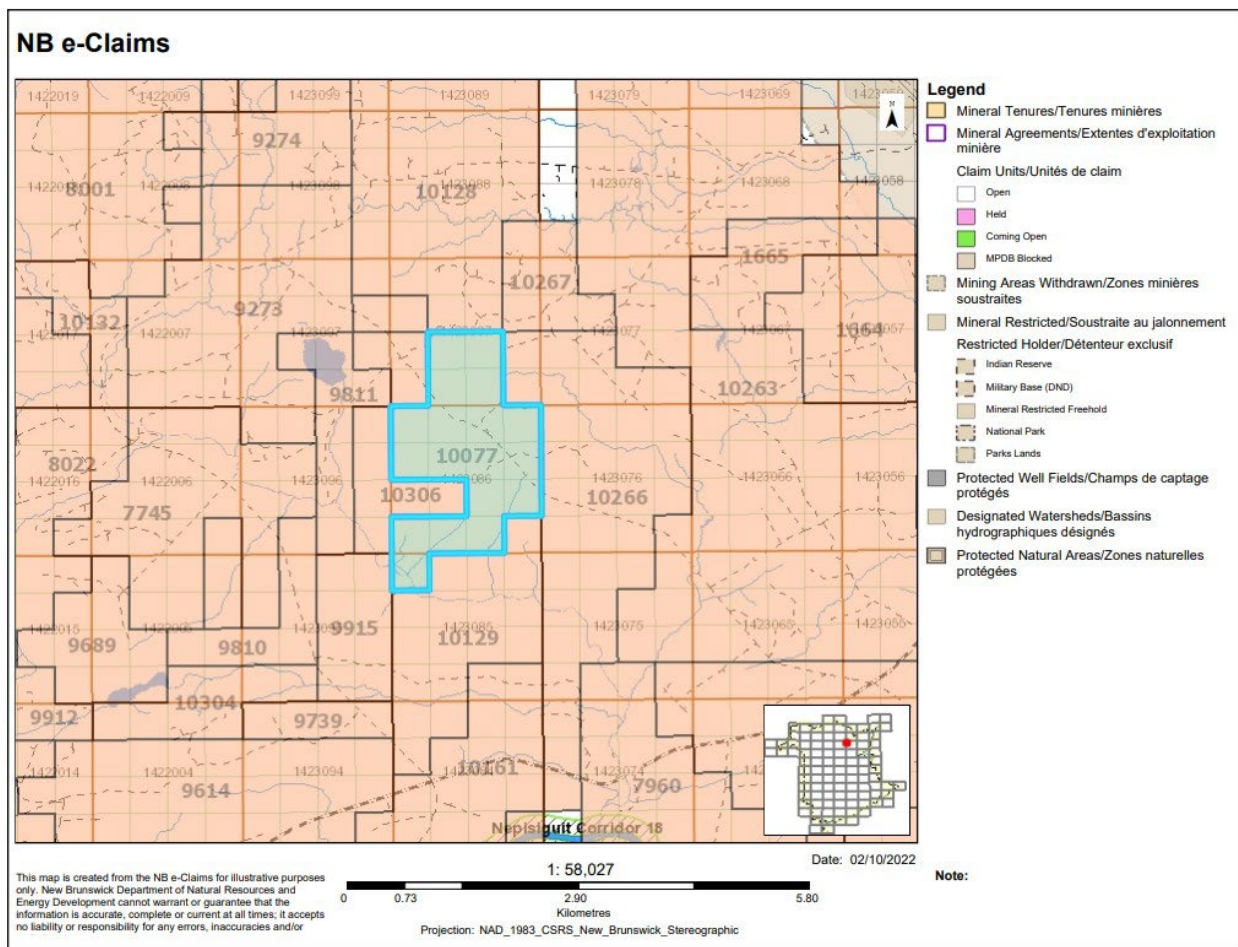
Back

New Search

Print

The Lovalls Lake Porph 4 Property consists of one (1) claim: 10077. Claim 10077 comprises of eighteen (18) claim units: 1423085M, 1423086B, 1423086C, 1423086D, 1423086G, 1423086H, 1423086I, 1423086J, 1423086K, 1423086L, 1423086M, 1423086N, 1423086O, 1423086P, 1423087B, 1423087C, 1423087F and 1423087G respectively.

Claim 10077 is shown on the map below.





Nine Mile Metals

2/10/22, 9:52 AM

NB e-CLAIMS



Current time: 10 Feb 2022, 9:52:38 AM

Search

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number	10077	Claim Type	Mineral
Claim Name	Lovalls Lake Porph 4	Claim Sub Type	Claim
Issue Date	2021-05-28	Title Type	Claim
Expiry Date	2022-05-28	Status	Active
Owners	12418 DANIEL FRENETTE 100%		
NTS Sheet	21 P.05		

Claim Events:

Submitter	Event	Effective Date
12418	Acquisition --- 50102	2021-05-28

Work Required to Date	\$0.00	Number of Units	18
Work Applied to Date	\$0.00	Current Term	1
Available Excess	\$0.00	Renewal Rate per Unit	\$10.00
		Work Required to Renew	\$1,800.00
		Balance Needed to Renew	\$1,800.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1423085M	2022-05-28	\$0.00	\$0.00	\$0.00
1423086B	2022-05-28	\$0.00	\$0.00	\$0.00
1423086C	2022-05-28	\$0.00	\$0.00	\$0.00
1423086D	2022-05-28	\$0.00	\$0.00	\$0.00
1423086G	2022-05-28	\$0.00	\$0.00	\$0.00
1423086H	2022-05-28	\$0.00	\$0.00	\$0.00
1423086I	2022-05-28	\$0.00	\$0.00	\$0.00
1423086J	2022-05-28	\$0.00	\$0.00	\$0.00
1423086K	2022-05-28	\$0.00	\$0.00	\$0.00
1423086L	2022-05-28	\$0.00	\$0.00	\$0.00
1423086M	2022-05-28	\$0.00	\$0.00	\$0.00
1423086N	2022-05-28	\$0.00	\$0.00	\$0.00
1423086O	2022-05-28	\$0.00	\$0.00	\$0.00
1423086P	2022-05-28	\$0.00	\$0.00	\$0.00
1423087B	2022-05-28	\$0.00	\$0.00	\$0.00
1423087C	2022-05-28	\$0.00	\$0.00	\$0.00
1423087F	2022-05-28	\$0.00	\$0.00	\$0.00
1423087G	2022-05-28	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)



Schedule B

Purchase Payment Terms:

1. The Cash Payment is due within (30) thirty days after signing the Purchase Agreement, herewith.
2. The Share Payment must be submitted to the Purchaser's Transfer Agent within (30) thirty days after signing the Purchase Agreement.
3. The Vendors must inform the Purchaser, within (5) business days after signing the Purchase Agreement, under what names, and in what number, the Share Payment shares should be allocated and registered.