

ASSET PURCHASE AGREEMENT

BATHURST MINING CAMP

This Agreement is made as of August 31st, 2023.

B E T W E E N :

Prospect Or Corp., 49 Ch Rang 18 Nord, Saint-Quentin, NB E8A 2P2

(hereinafter referred to as "**Prospect Or**")

- and -

NINE MILE RESOURCES INC., #350 – 1650 West 2nd Avenue, Vancouver, BC V6J 1H4

(hereinafter referred to as "**Nine Mile**" or the "**Purchaser**")

WHEREAS Prospect Or is the legal and beneficial owner of a 100% undivided ownership interest in and to (i) the mining claims located in New Brunswick as more fully described in Schedule "A" attached hereto (the "**Claims**") and (ii) the Books and Records (as such term is defined in this Agreement);

AND WHEREAS Prospect Or wishes to sell, transfer, assign and convey to the Purchaser, and the Purchaser wishes to purchase and acquire from Prospect Or, all of the right, title and interest of Prospect Or in and to the Purchased Assets (as such term is defined in this Agreement), pursuant to and in accordance with the terms of this Agreement;

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants in this Agreement, and of other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement and the Schedules attached hereto, the following terms shall have the following meanings:

"Agreement" means this asset purchase agreement and all attached schedules, as supplemented, amended, restated or replaced from time to time in accordance with the terms hereof;

"Applicable Law" means any federal, provincial or municipal statute, law, ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise) or order that applies to the Parties, the Claims and includes the applicable by-laws or rules and policies of any stock exchange, including the Exchange, or securities commission having jurisdiction;

"Approvals" means any and all approvals, authorizations, consents or other orders of any Government Authority or any third party, including any stock exchange (including the Exchange) or securities commission having jurisdiction;

"Books and Records" means all books and records (whether or not recorded on computer or computer related media) of Prospect Or relating to the Claims, including, where applicable, all surveys, plans or specifications, technical reports, pre-feasibility studies, feasibility studies, environmental reports, test results, designs, research data, research plans, development plans, processes, formulas, drawings, technology and related manuals, unpatented blueprints, flow sheets documents, technical information and data, maps, drill core samples and assays and maintenance and repair records;

"Business Day" means any calendar day other than a Saturday or Sunday or any day that is a statutory or civic holiday in the province of New Brunswick;

"Claims" has the meaning ascribed to such term in the first recital of this Agreement;

"Closing" means the completion of the sale, transfer, assignment and/or conveyance to and the purchase by the Purchaser of the Purchased Assets from Prospect Or, in accordance with the terms of this Agreement;

"Closing Date" means the second Business Day after all of the conditions of closing have been satisfied or waived, or such other date as the Parties may mutually agree which, in any event, shall not be later than September 5th, 2023;

"Closing Document" means any document required to be delivered at the Closing Time pursuant to this Agreement which shall include, without limitation, such officers' certificates and instruments of conveyance as may be prescribed by this Agreement or as are customary in transactions of the nature contemplated herein, and such other documents as the Parties may reasonably deem to be necessary or advisable;

"Closing Time" means 10:00 a.m. on the Closing Date, or such other time on that date as the Parties agree in writing that the Closing shall take place;

"Commercial Production" means the operation of the Claims or any portion of the Claims as a producing mine and the production of mineral products from the Claims (excluding bulk sampling, pilot plant, or test operations subject to a maximum of 10,000 total tonnes);

"Common Shares" means the shares in the capital of the Purchaser;

"Encumbrance" means any encumbrance, security interest, mortgage, lien, hypothec, pledge, assignment, charge, or right, title or interest affecting the Purchased Assets;

"Environmental Liabilities" means any and all actions, demands, claims, debts, costs, liabilities, damages, duties, obligations, penalties, fines and charges of any nature imposed, issued, rendered or arising under or pursuant to provincial, federal and local laws or any present statute, regulation, by-law or other law, or any permit, license, certificate, approval, order, directive or other authorization of any Governmental Authority in respect of or pertaining to the impairment or contamination of the natural environment, the undertaking of mineral resource exploration, development, extraction or processing operations and the decommissioning, abandonment or closure of such operations or any matter ancillary to all of the above including, without limitation, the abatement, reclamation, rehabilitation, remediation and restoration of mining properties and assets and the natural environment;

"ETA" means Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder;

"Exchange" means the Canadian Securities Exchange;

"First Nations" means any first nations, Métis or indigenous or aboriginal person(s), tribe(s), or band(s) of Canada;

"First Nations Claims" means any written claims, assertions or demands, whether proven or unproven, made by any First Nations to Prospect Or or a Governmental Authority and communicated in writing by such Governmental Authority to Prospect Or in respect of asserted or proven aboriginal rights, aboriginal title, treaty rights or any other aboriginal interest in or to, or with respect to, all or any portion of the Claims;

"Governmental Authority" means any Canadian federal, provincial or municipal government including any governmental agency, department, ministry, authority, tribunal, commission or official, stock exchange or securities commission having jurisdiction, including, for certainty, the Exchange;

"GST" means the taxes (including the goods and services tax and harmonized sales tax) imposed under the ETA;

"including" means **"including without limitation"** and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

"Loss" in respect of any matter includes any and all costs, expenses, penalties, fines, losses, damages, liabilities and deficiencies (including, without limitation, all amounts paid in settlement, all interest and penalties and all reasonable legal and other professional fees and disbursements, including those incurred in defending any claim) arising directly or indirectly as a consequence of such matter;

"Minerals" means all marketable metal bearing material in whatever form or state that is mined, extracted, removed, produced or otherwise recovered and sold from the Claims;

"NSR Royalty" means the royalty of 2.0% (half of which the Purchaser shall be entitled to repurchase prior to the commencement of Commercial Production for \$1 million indexed to Canadian inflation as represented by the CPI and commencing on Closing) of net smelter returns from Commercial Production of mineral products, as more particularly described in the *Terms and Conditions of Net Smelter Returns Royalty* attached hereto as Schedule "C";

"Order" means any order (including any judicial or administrative order and the terms of any administrative consent), judgment, injunction, decree, ruling or award of any court, arbitrator or Governmental Authority;

"Parties" means the parties to this Agreement collectively, and **"Party"** means any of them;

"Person" shall be broadly interpreted and includes an individual, body corporate, partnership, unincorporated joint venture, trust, association, unincorporated organization, any Governmental Authority or any other entity recognized by law;

"Purchased Assets" means, collectively, the interest of Prospect Or in the Claims and the Books and Records;

"Repurchase Price" means \$1,000,000 indexed to Canadian inflation (represented by Canadian CPI) with a commencement date of Closing;

"Taxes" means all national, federal, provincial, state, local or other taxes, including income taxes, mining taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties.

1.2 Headings

The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The article, section, subsection and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it.

1.3 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.4 Entire Agreement

This Agreement, together with the Closing Documents, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties.

1.5 Amendment

This Agreement may be amended, modified or supplemented only by a written agreement signed by both Parties.

1.6 Waiver of Rights

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right, except as shall

be specified herein. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

1.7 Schedules

The following Schedules form part of this Agreement:

Schedule	Description of Schedule
A.	List of Claims
B.	Map of Claims
C.	Terms and Conditions of Net Smelter Returns Royalty

1.8 Applicable Law

This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein with the sole exception for matters relating to real property and mining rights which are to be governed and are to be construed in accordance with the laws of the Province of New Brunswick. The Parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of New Brunswick and all courts competent to hear appeals therefrom.

1.9 Currency

All statements of or references to dollar amounts in this Agreement are to lawful money of Canada.

1.10 Performance on Holidays

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.11 Statutory References

A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

ARTICLE 2 **ASSET PURCHASE AND SALE**

2.1 Purchase and Sale

Subject to the terms and conditions hereof, Prospect Or hereby agrees to sell, transfer, assign and convey to the Purchaser, and the Purchaser hereby agrees to purchase and acquire from Prospect Or, all of the right, title and interest of Prospect Or in and to the Purchased Assets.

2.2 Purchase Price

The consideration payable by the Purchaser to Prospect Or for the Purchased Assets (the “Purchase Price”) shall consist of:

1. the issuance on a Rollover basis under section 85 of the Federal Income Tax Act of 300,000 Common Shares (the “Payment Shares”); and
2. within 5 business days of the executed of this purchase agreement , the purchaser agrees to initiate the treasury orddr for issuance of the purchase price share consideration, and will provide Prospect Or with the confirmation, and Prospect Or agrees to initiate the transfer of claims titles to the Purchaser on NB eClaims online system.
3. on commencement of Commercial Production from the Claims, payment of the NSR Royalty, on the terms described in Schedule “C” attached hereto.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Prospect Or

Prospect Or, acknowledging that the Purchaser is entering into this Agreement in reliance thereon, represents and warrants to the Purchaser as follows:

(a) It is a corporation duly incorporated and validly existing under its statute of existence and is up to date in respect of all filings required by law or by any Governmental Authority, other than any deficiency that would not have an adverse material effect on Prospect Or;

(b) All requisite corporate acts and proceedings have been done and taken or will by the Closing Date have been done and taken by Prospect Or, if required with respect to entering into this Agreement and completing the transactions contemplated herein;

(c) Prospect Or has the requisite corporate power and authority to own and lease its assets and properties, carry on and conduct its business as now being carried on and conducted by it and enter into this Agreement and to perform its respective obligations hereunder;

(d) This Agreement has been duly and validly executed and delivered by Prospect Or and constitutes a legal, valid and binding obligation of Prospect Or enforceable against it in accordance with the terms hereof;

(e) Except for the rights of the Purchaser pursuant to this Agreement, no Person has any agreement, option, right of first refusal or right, title or interest or right capable of becoming an agreement, option, right of first refusal or right, title or interest, in or to the Purchased Assets;

(f) Prospect Or has all necessary corporate power to own the Purchased Assets and is in compliance with all Applicable Laws and licences, registrations, permits, consents and qualifications to which the Claims are subject, other than any deficiency that would not have a material adverse effect on Prospect Or or the Purchased Assets;

(g) No Approvals are required of Prospect Or in connection with the execution and delivery or with the performance by it of this Agreement or the Closing Documents or to effectively complete the transactions contemplated by this Agreement;

(h) Prospect Or has an undivided legal and beneficial good, valid, marketable and exclusive right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances;

(i) All taxes, local improvements, assessment rates, utilities and any and all other payments to or assessments of any Governmental Authority having jurisdiction in respect of the Claims have been made by Prospect Or in respect thereof to and including the Closing Date;

(j) The sale of the Purchased Assets to the Purchaser and the completion of the transactions contemplated in this Agreement do not breach (i) the articles or by-laws of Prospect Or or any directors or shareholders resolutions, (ii) any agreements, documents, instruments, covenants or undertakings to which Prospect Or is a party or is bound or otherwise affected, or (iii) any Applicable Law;

(k) There are no finder's fees, commissions or other payments agreed by Prospect Or which are payable by the Purchaser, in cash or shares or otherwise, in relation to the transactions contemplated herein;

(l) Neither the Claims nor any Minerals are subject to or bound by any royalty or royalty interest, whether registered or unregistered, and Prospect Or has not granted any royalty interest in or affecting the foregoing, nor is any Person entitled to any royalty or other payment in the nature of rent or royalty on any Minerals produced from the Claims;

(m) There is no action, suit, order, work order, petition, prosecution or other similar proceeding of which process initiating the same has been served on Prospect Or or threatened against Prospect Or and affecting any of the Purchased Assets at law or in equity or before or by any Governmental Authority;

(n) There are no Environmental Liabilities relating to the Claims that would have a material adverse effect on the Purchaser, the Claims and, to the best knowledge of Prospect Or, there are not any legal or administrative actions existing, pending or threatened against Prospect Or or the Claims in respect of any Environment Liabilities;

(o) Prospect Or has not received notice of any breach of any Applicable Law in respect of its conduct on or under the Claims which could have a material adverse effect on the Claims or the right, title and/or interest of Prospect Or therein and thereto;

(p) Prospect Or is not and will not on the Closing Date be a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);

(q) Prospect Or has not received any First Nations Claim which would reasonably be expected to materially affect the Claims nor, to the knowledge of Prospect Or, has any First Nations Claim been threatened which would be reasonably expected to materially impair any of the Claims. Prospect Or has no material outstanding agreements, memoranda of understanding or similar arrangements with any First Nation in respect of the Claims. To the knowledge of Prospect Or, there are no material discussions, negotiations or similar communications with or by any First Nation concerning the Claims; and

(r) Prospect Or acknowledges and agrees as follows:

(i) the issuance of the Payment Shares shall be made pursuant to appropriate prospectus exemptions, including (but not limited to) the asset acquisition exemption found in Section 2.12 of National Instrument 45-106 – *Prospectus Exemptions* from any applicable registration and prospectus (or equivalent) requirements of the Applicable Laws (the “**Exemptions**”);

(ii) that the Exchange, in addition to any restrictions on transfer imposed by Applicable Laws, may require certain of the Payment Shares to be held in escrow in accordance with the policies of the Exchange;

(iii) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:

(A) Prospect Or will be restricted from using certain of the civil remedies available under the Applicable Laws;

(B) Prospect Or may not receive information that might otherwise be required to be provided to Prospect Or, and the Purchaser is relieved from certain obligations that would otherwise apply under Applicable Laws if the Exemptions were not being relied upon by the Purchaser;

(C) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;

(D) there is no government or other insurance covering the Payment Shares;
and

(E) an investment in the Payment Shares is speculative and of high risk;

(F) the certificates representing the Payment Shares will bear such legends setting out resale restrictions under Applicable Laws in substantially the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE CLOSING DATE.]”

and

(iv) Prospect Or is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of Prospect Or to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

(s) The Vendor agrees 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.

3.2 Representations and Warranties of the Purchaser

The Purchaser, acknowledging that Prospect Or is entering into this Agreement in reliance thereon, represents and warrants to Prospect Or as follows:

(a) It is a corporation duly incorporated and validly existing under the federal laws of Canada and is up to date in respect of all filings required by law or by any Governmental Authority, other than any deficiency that would not have an adverse material effect on the Purchaser;

(b) All requisite corporate acts and proceedings have been done and taken by the Purchaser with respect to entering into this Agreement and completing the transactions contemplated herein;

(c) The Purchaser has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder;

(d) This Agreement has been duly and validly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with the terms hereof;

(e) There are no finder's fees, commissions or other payments agreed by the Purchaser which are payable by Prospect Or, in cash or shares or otherwise, in relation to the transactions contemplated herein; and

(f) The Purchaser has all necessary authority and capacity to enter into the Agreement and all necessary acts, actions and authorizations have been performed by the Purchaser in respect thereof.

3.3 Qualification of Representations and Warranties

Any representation or warranty made by a Party as to the enforceability of this Agreement against such Party is subject to the following qualifications:

(a) Specific performance, injunction and other equitable remedies are discretionary and, in particular, may not be available where damages are considered an adequate remedy; and

(b) Enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other laws generally affecting enforceability of creditors' rights.

3.4 Survival of Representations and Warranties

The respective representations and warranties of Prospect Or and of the Purchaser contained in Sections 3.1 and 3.2 shall survive the Closing and will continue in full force and effect for a period of two (2) years after the Closing.

ARTICLE 4 **INDEMNITY**

4.1 Indemnification by Prospect Or

Prospect Or hereby indemnifies and saves harmless the Purchaser from any Loss suffered or incurred by the Purchaser arising from a claim against the Purchaser arising from, related to or in any way connected with:

(a) any failure by Prospect Or to sell, transfer, assign and convey to the Purchaser all of Prospect Or's rights, title and interests in and to the Purchased Assets;

(b) any breach or non-performance of any representation, warranty, covenant or agreement made or to be performed by Prospect Or under this Agreement; or

(c) any activities of or performed on behalf of Prospect Or on or under the lands that are the subject of the Claims up to and including the Closing Date.

4.2 Indemnification by the Purchaser

The Purchaser hereby indemnifies and saves harmless Prospect Or from any Loss suffered or incurred by Prospect Or arising from a claim against Prospect Or arising from, related to or in any way connected with (i) any breach or non-performance of any representation, warranty, covenant or agreement made or to be performed by the Purchaser under this Agreement, and (ii) any Environmental Liabilities associated with the Claims arising with respect to the activities of the Purchaser subsequent to Closing.

ARTICLE 5

CLOSING

5.1 Closing

The Closing will take place at the offices of the Vendor in New Brunswick at the Closing Time or at such other place or time as the Parties may agree in writing.

5.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the transactions contemplated in this Agreement shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in writing in whole or in part):

(a) The transactions contemplated in this Agreement shall have been approved by the board of directors of the Purchaser, the Exchange, and, if required under Applicable law, the shareholders of the Purchaser;

(b) Each of the representations and warranties of Prospect Or contained in this Agreement shall be true, complete and accurate as and when made and at and as of the Closing Time;

(c) Prospect Or shall have performed and complied with all of the covenants, terms and conditions in this Agreement to be performed or complied with by it at or before Closing;

(d) There shall not be pending any litigation or proceeding against the Purchaser or Prospect Or brought by any Governmental Authority or any other Person that seeks to restrain, materially modify or invalidate the transactions contemplated by this Agreement and no Order that would prohibit, materially modify or restrain such transactions shall be in effect;

(e) Prospect Or shall have approved the execution and delivery of this Agreement and the completion of the transactions contemplated hereby in accordance with the terms of its statute of incorporation;

5.3 Conditions Precedent in Favour of Prospect Or

The obligations of Prospect Or to complete the transactions contemplated in this Agreement shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of Prospect Or and may be waived by it in writing in whole or in part):

(a) Each of the representations and warranties of the Purchaser contained in this Agreement shall be true, complete and accurate as and when made and at and as of the Closing Time;

(b) The Purchaser shall have performed and complied with all of the covenants, terms and conditions in this Agreement to be performed or complied with by it at or before Closing;

(c) There shall not be pending any litigation or proceeding against the Purchaser or Prospect Or brought by any Governmental Authority or any other Person that seeks to restrain, materially modify or invalidate the transactions contemplated by this Agreement and no Order that would prohibit, materially modify or restrain such transactions shall be in effect;

(d) The Purchaser shall have paid the Purchase Price in accordance with Section 2.2 hereof.

ARTICLE 6
TAX MATTERS

6.1 GST Treatment on the Transfer of Natural Resource Right

The Parties acknowledge and agree that the transfer of the Claims constitutes supplies of rights to explore for or exploit a mineral deposit or rights of entry or user relating to rights to explore for or exploit a mineral deposit and, therefore, shall be deemed not to be supplies for the purposes of the GST under section 162 of the ETA. Consequently, it is the Parties' intention and understanding that the transfer of the Claims provided for in this Agreement shall not be subject to GST.

6.2 Limitation

The Purchaser does not assume and will not be liable for any obligations or liabilities of Prospect Or on account of any Taxes that may be or become payable by Prospect Or, including any income or other Taxes resulting from or arising as a consequence of the sale by Prospect Or to the Purchaser of the Claims hereunder.

6.3 Tax Cooperation

The Purchaser and Prospect Or will furnish or cause to be furnished to each other, each at its own expense, as promptly as practicable, such information, documentation and assistance, and provide additional information and explanations of any material provided, relating to the sale and transfer of the Claims as is reasonably necessary for the filing of any tax returns, for the claim or application for any relief, for the claim of any tax credit, refund or similar payment, for the preparation of any audit and for the prosecution or defense of any claim, relating to any adjustment or proposed adjustment with respect to Taxes.

ARTICLE 7
GENERAL

7.1 Expenses

Subject as otherwise set out in this Agreement, each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing this Agreement and the transactions contemplated hereunder, whether or not the Closing occurs, including all fees and expenses of its legal counsel, accountants or other representatives or consultants.

7.2 Time

Time is of the essence of each provision of this Agreement.

7.3 Notices

Any notice, demand or other communication (in this Section 7.3, a "**notice**") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

(a) delivered in person during normal business hours of the recipient on a Business Day and left with a receptionist or other responsible officer or employee of the recipient at the applicable address set forth below; or

(b) sent by electronic transmission (a "**Transmission**") during normal business hours on a Business Day;

(i) To Prospect Or at:

Prospect Or Corp.

49 Ch Rang 18 Nord
Saint-Quentin, NB E8A 2P2

Attention: Tim Lavoie

Email: tilavoie@hotmail.com

(ii) to the Purchaser at:

Nine Mile Metals Ltd.

#350 – 1650 West 2nd Avenue
Vancouver, BC V6J 1H4

Attention: Patrick J Cruickshank, CEO

Email: patrick@ninemilemetals.com

Each notice sent in accordance with this Section 7.3 shall be deemed to have been received:

(a) on the day it was delivered; or

(b) on the same day that it was sent by Transmission, or on the first Business Day thereafter if the day on which it was sent by Transmission was not a Business Day.

Any Party may change its address for notice by giving notice to the other Party in accordance with this Section 7.3.

7.4 Assignment

Neither Party may assign any rights or benefits under this Agreement, including the benefit of any representation or warranty, to any Person without the prior written consent of the other Party. Each Party agrees to perform its obligations under this Agreement itself, and not to arrange in any way for any other Person to perform those obligations. No assignment of benefits or arrangement for substituted performance by one Party shall be of any effect against any other Party except to the extent that other Party has consented to it in writing. Any assignment by Nine Mile of this contract and the NSR obligation will first be disclosed to Prospect Or with a written binding obligation by the third party to respect all the terms of the contract and NSR, provided to Prospect Or.

7.5 No Ambiguity

The Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

7.6 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and other instruments, and will cause the doing of such acts and will cause the

execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement and the Closing Documents.

7.7 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. Each executed counterpart taken together shall constitute one agreement.

7.8 Electronic Means

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.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Purchase Agreement as of the date first written above.

PROSPECT OR CORP.

Per: “Tim Lavoie”
Name: Tim Lavoie
Title: President and Director

NINE MILE METALS LTD.

Per: “Patrick Cruickshank”
Name: Patrick Cruickshank
Title: Chief Executive Officer and Director

Schedule "A"

List of Claims

[please see attached]

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number 10662	Claim Type Mineral
Claim Name Muddy Lake South	Claim Sub Type Claim
Issue Date 2022-08-03	Title Type Claim
Expiry Date 2024-08-03	Status Active
Owners 16429 PROSPECT OR CORP. 100%	
NTS Sheet 21 P/05	
21 O/08	

Claim Events:

Submitter	Event	Effective Date
15946	Acquisition --- 55750	2022-08-03
15620	Renewal --- 60042	2023-08-03
15620	Transfer of Ownership (Initiation) 60223	2023 08 24
15620	Transfer of Ownership (Completion) --- 60224	2023-08-24

Work Required to Date \$0.00	Number of Units 27
Work Applied to Date \$0.00	Current Term 2
Available Excess \$0.00	Renewal Rate per Unit \$10.00
	Work Required to Renew \$6,750.00
	Balance Needed to Renew \$6,750.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1422004A	2024 08 03	\$0.00	\$0.00	\$0.00
1422004B	2024-08-03	\$0.00	\$0.00	\$0.00
1422004C	2024-08-03	\$0.00	\$0.00	\$0.00
1422004D	2024-08-03	\$0.00	\$0.00	\$0.00
1422004E	2024-08-03	\$0.00	\$0.00	\$0.00
1422004F	2024-08-03	\$0.00	\$0.00	\$0.00
1422004G	2024-08-03	\$0.00	\$0.00	\$0.00
1422004H	2024-08-03	\$0.00	\$0.00	\$0.00
1422004I	2024-08-03	\$0.00	\$0.00	\$0.00
1422004J	2024 08 03	\$0.00	\$0.00	\$0.00
1422004K	2024-08-03	\$0.00	\$0.00	\$0.00
1422004L	2024-08-03	\$0.00	\$0.00	\$0.00
1422014A	2024-08-03	\$0.00	\$0.00	\$0.00
1422014G	2024-08-03	\$0.00	\$0.00	\$0.00
1422014H	2024-08-03	\$0.00	\$0.00	\$0.00
1422014I	2024-08-03	\$0.00	\$0.00	\$0.00
1423094B	2024-08-03	\$0.00	\$0.00	\$0.00
1423094C	2024-08-03	\$0.00	\$0.00	\$0.00
1423094D	2024-08-03	\$0.00	\$0.00	\$0.00
1423094E	2024-08-03	\$0.00	\$0.00	\$0.00

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1423094F	2024-08-03	\$0.00	\$0.00	\$0.00
1423094G	2024 08 03	\$0.00	\$0.00	\$0.00
1423094H	2024-08-03	\$0.00	\$0.00	\$0.00
1423094I	2024-08-03	\$0.00	\$0.00	\$0.00
1423094J	2024-08-03	\$0.00	\$0.00	\$0.00
1423094K	2024-08-03	\$0.00	\$0.00	\$0.00
1423094L	2024-08-03	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number 10684	Claim Type Mineral
Claim Name Spruce Lake	Claim Sub Type Claim
Issue Date 2022-09-21	Title Type Claim
Expiry Date 2023-09-21	Status Active
Owners 16429 PROSPECT OR CORP. 100%	
NTS Sheet 21 O/08	

Claim Events:

Submitter	Event	Effective Date
15620	Acquisition --- 56202	2022-09-21

Work Required to Date \$0.00	Number of Units 15
Work Applied to Date \$0.00	Current Term 1
Available Excess \$0.00	Renewal Rate per Unit \$10.00
	Work Required to Renew \$1,500.00
	Balance Needed to Renew \$1,500.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1422056B	2023-09-21	\$0.00	\$0.00	\$0.00
1422056G	2023-09-21	\$0.00	\$0.00	\$0.00
1422056J	2023-09-21	\$0.00	\$0.00	\$0.00
1422056M	2023-09-21	\$0.00	\$0.00	\$0.00
1422056N	2023-09-21	\$0.00	\$0.00	\$0.00
1422056O	2023-09-21	\$0.00	\$0.00	\$0.00
1422057B	2023-09-21	\$0.00	\$0.00	\$0.00
1422057C	2023-09-21	\$0.00	\$0.00	\$0.00
1422057D	2023-09-21	\$0.00	\$0.00	\$0.00
1422057E	2023-09-21	\$0.00	\$0.00	\$0.00
1422057F	2023-09-21	\$0.00	\$0.00	\$0.00
1422057G	2023-09-21	\$0.00	\$0.00	\$0.00
1422057J	2023-09-21	\$0.00	\$0.00	\$0.00
1422057L	2023-09-21	\$0.00	\$0.00	\$0.00
1422057M	2023-09-21	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number 10685	Claim Type Mineral
Claim Name Canoe Landing Lake	Claim Sub Type Claim
Issue Date 2022-09-22	Title Type Claim
Expiry Date 2023-09-22	Status Active
Owners 16429 PROSPECT OR CORP. 100%	
NTS Sheet 21 O/08	

Claim Events:

Submitter	Event	Effective Date
15620	Acquisition --- 56213	2022-09-22

Work Required to Date \$0.00	Number of Units 1
Work Applied to Date \$0.00	Current Term 1
Available Excess \$0.00	Renewal Rate per Unit \$10.00
	Work Required to Renew \$100.00
	Balance Needed to Renew \$100.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1422045L	2023-09-22	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number 10689	Claim Type Mineral
Claim Name Canoe Landing Lake	Claim Sub Type Claim
Issue Date 2022-09-26	Title Type Claim
Expiry Date 2023-09-26	Status Active
Owners 16429 PROSPECT OR CORP. 100%	
NTS Sheet 21 O/08	

Claim Events:

Submitter	Event	Effective Date
15620	Acquisition --- 56236	2022-09-26

Work Required to Date \$0.00	Number of Units 2
Work Applied to Date \$0.00	Current Term 1
Available Excess \$0.00	Renewal Rate per Unit \$10.00
	Work Required to Renew \$200.00
	Balance Needed to Renew \$200.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1422046B	2023-09-26	\$0.00	\$0.00	\$0.00
1422046F	2023-09-26	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)

[Back](#)

[New Search](#)

[Print](#)

Mineral Claim Detail

Right Number 10754	Claim Type Mineral
Claim Name Muddy Lake	Claim Sub Type Claim
Issue Date 2022-11-18	Title Type Claim
Expiry Date 2023-11-18	Status Active
Owners 16429 PROSPECT OR CORP. 100%	
NTS Sheet 21 P/05	

Claim Events:

Submitter	Event	Effective Date
15620	Acquisition --- 56865	2022-11-18

Work Required to Date \$0.00	Number of Units 4
Work Applied to Date \$0.00	Current Term 1
Available Excess \$0.00	Renewal Rate per Unit \$10.00
	Work Required to Renew \$400.00
	Balance Needed to Renew \$400.00

Units:

Unit Id	Expiry Date	Total Applied to Date	Work Required to Date	Excess Work
1423094M	2023-11-18	\$0.00	\$0.00	\$0.00
1423094N	2023-11-18	\$0.00	\$0.00	\$0.00
1423094O	2023-11-18	\$0.00	\$0.00	\$0.00
1423094P	2023-11-18	\$0.00	\$0.00	\$0.00

[Back](#)

[New Search](#)

[Print](#)

Schedule "B"

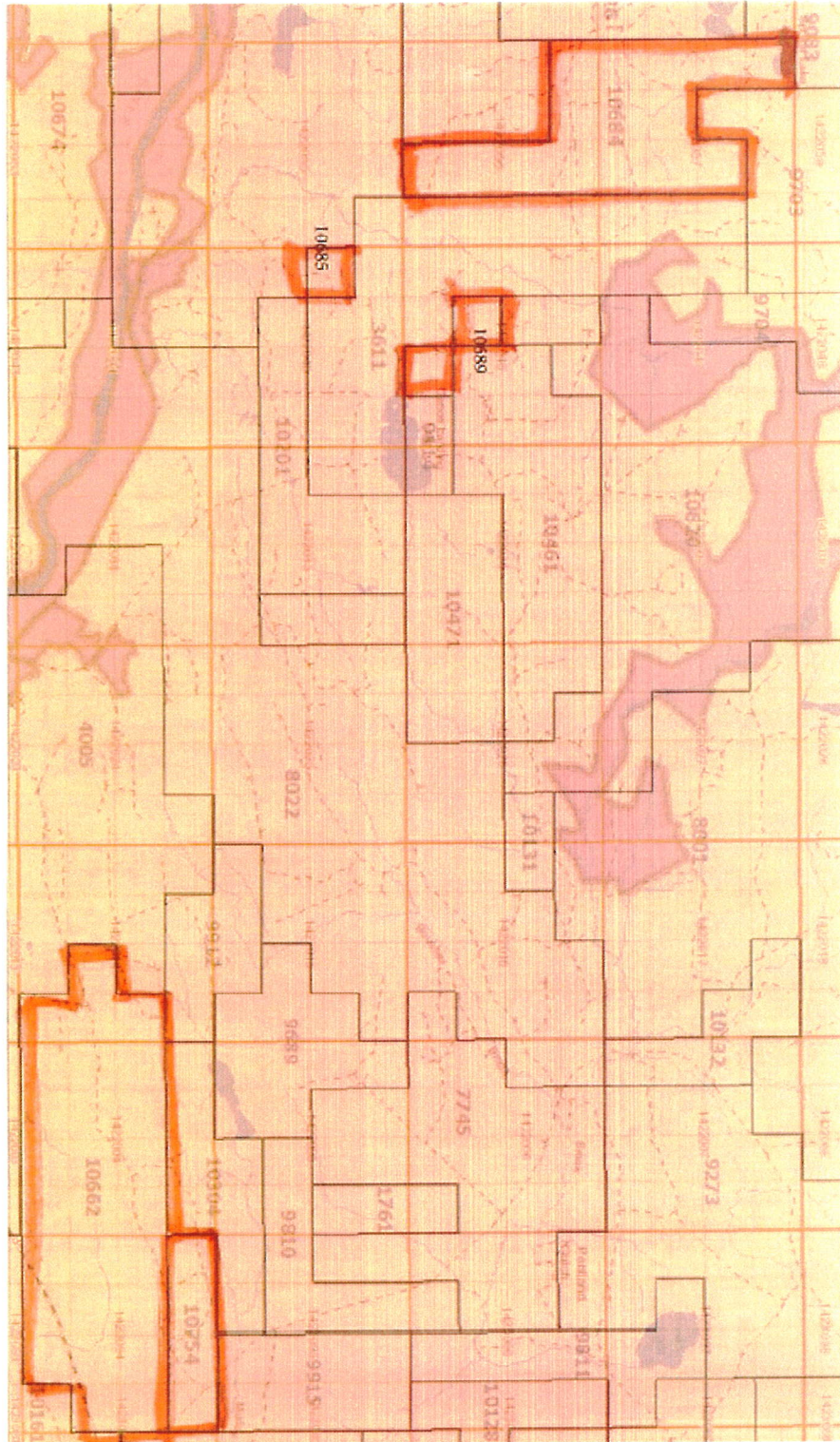
Map of Claims

[please see attached]

Schedule "B"

Map of Claims

[please see attached]



Schedule "C"

TERMS AND CONDITIONS OF NET SMELTER RETURNS ROYALTY

1. Upon commencing production of any valuable minerals, industrial minerals, gems or precious stones from the Claims, the Purchaser will pay Prospect Or a royalty on production (the "**NSR Royalty**") equal to 2.0% (half of which the Purchaser shall be entitled to repurchase prior to the commencement of Commercial Production, for the Repurchase Price) of Net Smelter Returns as defined below.

The term "**Net Smelter Returns**" means the actual proceeds received by Nine Mile from any mint, smelter, refinery, processing plant or other purchaser from the sale of ores, valuable minerals, industrial minerals, gems or precious stones, metals (including bullion) or concentrates (collectively "**Product**") produced from the Claims and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:

- (a) smelting and refining charges (including assaying and sampling costs specifically related to smelting or refining);
- (b) penalties, smelter assay costs and umpire assay costs;
- (c) cost of freight and handling of ores, metals or concentrates from the Claims to any mint, smelter, refinery, or other purchaser;
- (d) marketing costs;
- (e) costs of insurance in respect of Product;
- (f) customs duties, severance tax, mineral taxes or the like payable in respect of the Product; and
- (g) sales, use, gross receipts, severance, and other non-recoverable taxes, if any, payable with respect solely to processing, sale or disposition of the Product ,but excluding any taxes on net income. For further clarity, any recoverable taxes such as GST and HST shall not be deducted by the purchaser in computing payments.

2. If smelting or refining are carried out in facilities owned or controlled, in whole or in part, by Nine Mile, charges, costs and penalties for such operations means the amount Nine Mile would have incurred if those operations were carried out at facilities not owned or controlled by Nine Mile then offering comparable services for comparable products on prevailing terms.

3. The NSR Royalty will be:

- (a) To the fullest extent permissible under applicable laws, registered by Prospect Or in the province of New Brunswick against the title to the Claims, with any costs associated with such registration borne by Nine Mile and being understood that Nine Mile shall sign and deliver to Prospect Or any and all forms or other documents as Prospect Or may reasonably request so that Prospect Or may register the NSR Royalty as set out in this paragraph;
- (b) calculated and paid on a quarterly basis within 60 days after the end of each quarter of the financial year for the mine (an "**Operating Year**"), based on the Net Smelter Returns for such quarter;

- (c) each payment of NSR Royalty will be accompanied by an unaudited statement indicating the calculation of the NSR Royalty in reasonable detail and the holder (the “**Holder**”) of the NSR Royalty will receive, within three months of the end of each Operating Year, an annual summary unaudited statement (an “**Annual Statement**”) showing in reasonable detail the calculation of the NSR Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Holder;
- (d) the Holder will have 45 days from the time of receipt of the Annual Statement to question its accuracy in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable;
- (e) if the Annual Statement is questioned by the Holder, and if those questions cannot be resolved between Nine Mile and the Holder, the Holder will have 12 months from the date of receipt of the Annual Statement to have the Annual Statement audited, by its representative, which will initially be at the expense of the Holder;
- (f) if such audit determines that there has been a deficiency or an excess in a payment of NSR Royalty made to the Holder, such overpayment of NSR Royalty will be deducted by Nine Mile from the next payment of NSR Royalty and such underpayment of NSR Royalty will be paid forthwith by Nine Mile;
- (g) the costs of the audit will be borne by the Holder if the Annual Statement was accurate within 1% or overstated the NSR Royalty payable by greater than 1% and will be borne by Nine Mile if the Annual Statement understated the NSR Royalty payable by greater than 1%. If Nine Mile is obligated to pay for the audit, it will forthwith reimburse the Holder for any of the audit costs that it had paid;
- (h) the Holder or his representative will be entitled to examine, on reasonable notice and during normal business hours, all books and records that are reasonably necessary to verify the payment of the NSR Royalty to it from time to time, provided however that such examination must not unreasonably interfere with or hinder Nine Mile’s operations or procedures;
- (i) in the event a dispute arises regarding any adjustment to an NSR Royalty payment as provided in Section 3(e) (each, a “**Dispute**”) which cannot be resolved by the mutual agreement of the parties within 90 Business Days, any party may elect to have the Dispute arbitrated in accordance with Section 5 of this Schedule “C”; and
- (j) if Nine Mile’s interest in the Claims becomes a net smelter returns royalty, Nine Mile’s accounting and reporting obligations to the Holder under this Section 3 will be limited to the delivery of the documentation that Nine Mile receives from the operator of the Claims in respect of the payment by such operator of net smelter returns to Nine Mile and Prospect Or.

4. The determination of the NSR Royalty is based on the premise that production will be developed solely from the Claims. If the Claims and one or more other properties are incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, the matter will be referred to arbitration pursuant to Section 5 of this Schedule “C”. The arbitrator will make reference to this Agreement and this Schedule “C” and to practices used in mining operations that are of a similar nature. The arbitrator will be entitled to retain independent mining consultants as he considers necessary. The decision of the arbitrator will be final and binding on the parties.

5. Any matters in these Terms and Conditions which are to be settled by arbitration will be subject to the following:

- (a) any matter required or permitted to be referred to arbitration pursuant to these Terms and Conditions will be determined by a single arbitrator to be appointed by the parties;
- (b) any party may refer any such matter to arbitration by written notice to the other party and, within 10 days after receipt of the notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator unless such person agrees in writing to act;
- (c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Arbitration Act* (New Brunswick) (the "**Act**"); and
- (d) except as specifically provided in this paragraph, an arbitration under this Agreement will be conducted in accordance with the Act. The arbitrator will fix a time and place in Fredericton, New Brunswick for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under the Act or this paragraph. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award in writing and deliver one copy of the award to each party. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

6. The holding of the NSR Royalty will confer upon the Holder legal and beneficial interest in the Claims and shall run with the Claims. The right to receive a percentage of Net Smelter Returns as and when due is and will be deemed, to the fullest extent permissible under applicable laws, to be a registerable right against title and will be so registered by Prospect Or at the earliest possible date in accordance with Section 3(a) above. The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute the Holder the partner, agent or legal representative of Nine Mile.

7. Nine Mile may, if it is the operator of the Claims, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Claims and, except in the case where Products are actually delivered and a sale is actually consummated under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating Net Smelter Returns or any interest therein; provided however, that if Nine Mile delivers Product under a price protection or speculative program where the proceeds derived therefrom are less than those that would have been received had the Product been sold at the spot price in effect at the time of sale, the NSR Royalty payable to the Holder will be based on such spot price.

8. The Holder may convey or assign all or any undivided portion of the NSR Royalty, in full or payable either for a stated term of years or up to a specified dollar amount, provided that such assignment will not be enforceable against Nine Mile until the assignee has delivered to Nine Mile a written and enforceable undertaking to be bound by these Terms and Conditions.

Nine Mile may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Claims provided that such disposition will not be effective as against the Holder until such purchaser has delivered to the Holder a written and enforceable undertaking agreeing to be bound, to the extent of the interest disposed of, to pay the NSR Royalty in accordance with these Terms and Conditions. In the event of a conveyance or assignment to an arm's length third party who has executed the required undertaking, the Holder acknowledges and agrees that Nine Mile shall be released from all obligations in respect of that portion of the NSR Royalty conveyed or assigned to such third party.

9. The operator of the Claims, whether or not it is Nine Mile, will be entitled to:
- (a) make all operational decisions with respect to the methods and extent of mining and processing of Products produced from the Claims;
 - (b) make all decisions relating to sales of such Products produced; and
 - (c) make all decisions concerning temporary or long-term cessation of operations on the Claims.
10. All capitalized terms not defined in this Schedule "C" have the meaning given to them in the Agreement to which these Terms and Conditions form Schedule "C".