



Sasquatch Resources Corp.

and

Sulphide Remediation Inc.

Mount Sicker Reclamation Project

Framework Agreement

Dated as of June 20, 2024 (the “Effective Date”)

This Mount Sicker Reclamation Project Framework Agreement (the “Contract”) is a binding agreement between Sasquatch Resources Corp. (hereinafter known as “Sasquatch Resources” or the “Client”) at #600 – 1090 West Georgia Street, Vancouver, BC, V6E 3V7, Canada, Email: ifgsmith@yahoo.ca, and Sulphide Remediation Inc. (hereinafter known as “Sulphide Remediation” or “SRI”) at 315-2630 Croydon Drive, Surrey, BC, V3Z 6T3, Canada, Email: brent@abhengineeringinc.com. Respectively, the above companies are individually referred to as a “Party” and collectively as the “Parties.”

This Contract applies to Sasquatch Resources’ mineral exploration property known as the Mount Sicker Property, as further described in Appendix A (the “Property”).

Whereas the Parties wish to enter into this Contract respecting the Property and the services to be provided by SRI (the “Services”) as described in this Contract with respect to the Property, the sorting and processing of waste rock found at the Property and the reclamation/remediation of the Property (collectively, the “Project”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that:

A. Term and Termination:

1. This Contract will commence on the Effective Date and will remain in force for three (3) years from the date of issuance of all required permits for the Project, unless earlier terminated in accordance with the terms and provisions hereof.
2. The Contract may be terminated by Sasquatch Resources: (a) at any time in the event of gross negligence by SRI, by providing written notice of such termination to SRI; (b) at any time in the event of illegal activity by SRI at the Property or in providing the Services, by providing written notice of such termination to SRI; (c) in the event that Sasquatch Resources determines, acting reasonably, that the Project Study (defined hereinafter) indicates that the net profits anticipated to be received by Sasquatch Resources under the Project pursuant to the terms and conditions of this Contract will be less than \$[dollar amount redacted], by providing written notice of such termination to SRI; or (d) in accordance with the provisions respecting termination in item A.4 below.
3. The Contract may be terminated by SRI: (a) at any time in the event of gross negligence by Sasquatch Resources, by providing written notice of such termination to Sasquatch Resources; (b) at any time in the event of illegal activity by Sasquatch Resources at the Property, by providing written notice of such termination to Sasquatch Resources; (c) in the event that SRI determines, acting reasonably, that the Project Study indicates that the net profits anticipated to be received by SRI under the Project pursuant to the terms and conditions of this Contract will be less than \$[dollar amount redacted], by providing written notice of such termination to Sasquatch Resources; or (d) in accordance with the provisions respecting termination in item A.4 below.
4. In the event that either Party is in default or commits a breach of this Contract which is not cured within thirty (30) days after written notice thereof from the other Party, then this Contract may be terminated by the Party not at fault on the date specified in such written notice. If an Event of Force Majeure (as defined hereinafter), change of law, frustration or impossibility of performance persists for 90 days consecutively at any time, then either Party may provide written notice to the other Party of the termination of this Contract, with no fault attributed to either Party.
5. The Contract may be terminated at any time upon mutual written agreement by the Parties.

B. Terms Respecting the Project and the Services:

1. Forthwith upon execution and delivery of this Contract by the Parties, SRI shall use commercially reasonable efforts to prepare, finalize and deliver to Sasquatch Resources a detailed study respecting the Project (the "Project Study"), which will include but not be

- limited to: (a) a reasonably comprehensive financial model for the Project based on all available information; and (b) potential plans and options for off-take / toll processing of all materials derived from the Project.
2. Sasquatch Resources will be the operator for the Project (the “Operator”). In such capacity, the Operator shall: (a) adhere to the terms and conditions of this Contract and any Budget (defined hereinafter); (b) keep SRI informed in a timely manner, in advance, of all matters respecting the Project or the Property; and (c) acting reasonably, confer and coordinate all operations respecting the Project with SRI.
 3. The Services to be provided by SRI in connection with the Property and the Project will include but not be limited to the following:
 - (a) delivery to the Property of the Capital Equipment, as defined and further described in Section B.5;
 - (b) setting up and calibration of the Capital Equipment;
 - (c) providing ongoing reasonable technical advice and assistance respecting the Project to Sasquatch Resources, as and when contemplated in this Contract or as reasonably requested by Sasquatch Resources at any time or from time to time; and
 - (d) providing such other ancillary activities and services related to the foregoing and to the other duties and responsibilities of SRI pursuant to this Contract.
 4. The contributions to be provided by Sasquatch Resources in connection with the Property and the Project will include but not be limited to the following:
 - (a) using its commercially reasonable efforts to provide access to the Property to SRI and its personnel for the purpose of performing the Services;
 - (b) using its commercially reasonable efforts to obtain all necessary permits respecting the Project;
 - (c) using its commercially reasonable efforts to ensure there are sufficient funds required for the Project activities, prior to first revenues from the Project, including without limitation respecting third party waste rock sorting execution costs, ore shipment costs, and all other Project costs that must be covered prior to first revenues from the Project, all as contemplated in any Budget;
 - (d) execution of crushing, sorting and shipping of ores, in consultation with SRI;
 - (e) property reclamation strategy and execution; and
 - (f) Such other ancillary activities and services related to the foregoing and to the other duties and responsibilities of Sasquatch Resources pursuant to this Contract.
 5. SRI will supply, transport to the Property and remove from the Property on completion of the provision of the Services or the termination of this Contract, all required capital

equipment to crush, sort and process the existing stockpiles and/or old waste piles on the Property, as further identified and described in Appendix B (the “Capital Equipment”).

6. *Compliance with Laws:* In fulfillment of its obligations under the Contract, each of Sasquatch Resources and SRI will act in a good and workmanlike manner and in accordance with all applicable laws, comply with all applicable laws respecting the Property, the Project, the Services and all related matters, including without limitation all applicable laws and regulations with respect to environmental protection and conservation in accordance with the Mine Health Safety and Reclamation Code under the provisions of the *Mines Act* (British Columbia) or otherwise.
7. *Non-Compete Clause:* For as long as this Contract remains in force and has not been terminated, Sasquatch Resources agrees to not construct, purchase or operate ore sorting equipment or work with external entities to do the same on or with respect to the Property.
8. *Property Sale or Transfer Clause:* Sasquatch Resources may not enter into an agreement to sell or otherwise dispose of any of its rights in and to the Property unless the agreement(s) respecting such sale or other disposition ensure that this Contract will remain in effect.

C. Terms Respecting Profits and Expenses:

1. The Parties agree to split net profits from the Project on a 50/50 basis.
2. Net profits for the Project will include the total gross revenues for the Project less the expenses for the Project, all of which must be incurred in accordance with a budget respecting the Project which has been agreed upon in writing by the Parties, each acting reasonably (a “Budget”), and will include:
 - (a) Testing & sampling charges
 - (b) Related lab testing fees including freight charges at an independent third-party facility for the sorting test work
 - (c) Remediation permit
 - (d) Toll mill charges
 - (i) Cost to process material
 - (ii) Commission fee
 - (e) Site preparation charges
 - (i) Road work
 - (ii) Civil engineering work
 - (iii) Environmental engineering study if required.
 - (f) OPEX charges related to crushing and sorting of material
 - (i) Project management and engineering costs
 - (ii) Operator(s) costs

- (A) Wages
- (B) Travel expenses
- (iii) Food & lodging ministrative costs
- (iv) Other miscellaneous costs
- (g) Freight charges
- (h) Site takedown charges
 - (i) Post processing costs to bring the site to an agreed-upon reclaimed state and in compliance with government regulations
 - (ii) Environmental engineering study if required
- (i) Regular sampling and testing to verify product quality and grade
- (j) Regular maintenance including the cost for parts
- (k) Applicable taxes and royalties
- (l) Reasonable security and insurance costs if necessary
- (M) Environmental assessment, if required

**SRI operators and engineers will be provided at cost, with no profit accruing to SRI or ABH Engineering Inc. ("ABH") from operators, engineering, or maintenance personnel.*

***Any required services or support provided Sasquatch Resources will be provided at cost, with no profit accruing to the Sasquatch Resources or any director or shareholder.*

****Profits for the Project will be realized from toll mill payments and not from operations or technical support.*

3. SRI shall be wholly responsible for the following, including all expenses associated therewith, the cost of which shall be wholly borne by SRI, shall not be counted as a Project expense and shall not be reimbursed to SRI out of revenues from the Project unless otherwise agreed in writing by the Parties, each acting reasonably:
 - (a) Capital costs for the Capital Equipment
 - (b) Any Capital Equipment rental or lease costs

4. Sasquatch Resources shall be wholly responsible for the following, including all expenses associated therewith, the cost of which shall be wholly borne by Sasquatch Resources, shall not be counted as a Project expense and shall not be reimbursed to Sasquatch Resources out of revenues from the Project unless otherwise agreed in writing by the Parties, each acting reasonably::
 - (a) Property claim maintenance costs
 - (b) Permitting costs
 - (c) Further exploration on the Property as may be reasonably required

5. For greater certainty and without limiting the generality of the foregoing, any costs incurred by either Party, except for those costs described in Sections C.3 and C.4, shall: (a) be incurred in accordance with a Budget; (b) be paid by such Party; (c) be booked as an expense for the Project for the purposes of determining the net profits for the Project; and (d) be reimbursed to such Party from the revenues from the Project before any net profits for the Project are disbursed to either Party.
6. Sasquatch Resources will have thirty (30) days once revenue is received after each calendar month to calculate the profits by determining the revenues and expenses for such month and provide SRI their share of the profits for such revenue.

D. Amendments to the Contract:

1. This Contract may be amended only by written instrument signed by both the Client and the Company.
2. In the event that either Party, acting reasonably, determines that it is necessary or advisable for an unrelated third party (each, a “Third Party”; by way of example only and without limitation, a First Nations band or bands, an incorporated or unincorporated city or township, local private landowners, or other specialists) to become involved with the Project, then the Parties, acting reasonably, shall consider such Third Party’s involvement and negotiate, execute and deliver an amendment to this Contract or an agreement that replaces this Contract (whether including or not including the Third Party as a signatory) and that sets forth, among other things, the terms and conditions respecting the involvement of such Third Party; provided however that any interest in the Project to be provided by the Parties and received by any Third Party shall be shared pro rata by the Parties.
3. Upon finalization of the Project Study, the Parties shall use commercially reasonable efforts to negotiate, execute and deliver a more comprehensive agreement respecting the Project (the “Project Agreement”) within 30 days of the finalization of the Project Study, which Project Agreement shall be based on the terms set out in this Contract and will replace this Contract.

E. General Terms and Conditions

1. *Responsibilities of the Parties:* (a) Each Party shall, in its discretion, make available in a timely manner at no charge to the other Party all technical data, economic data, drawings, measurements, or other information and resources reasonably required by the Parties in connection with the Project. (b) The receiving Party under (a) shall review promptly all documentation provided by the providing Party and immediately inform the providing Party of any deficiencies found or of any decisions made in time for the orderly progress of the Project.

2. *Intellectual Property:* All drawings, plans, models, reports, photographs, processes, calculations, proposals, or other data (the “Data”) prepared by or on behalf of a Party in connection with the Project shall be and remain the property of preparing Party and such preparing Party reserves the copyright therein; provided however that the other Party shall have a non-exclusive, royalty-free perpetual license to all such Data. Upon termination of the Contract, each Party agrees to return or destroy (at the option of the other Party) all property which was received by the first Party from the other Party in connection with the Project pursuant to this Contract.
3. *Risk Allocation:* The representations, warranties, covenants and agreements made herein, together with the indemnification provisions herein, are intended among other things to allocate the economic cost and the risks inherent in the transactions contemplated hereby between the Parties and, accordingly, a Party shall be entitled to the indemnification or other remedies provided in this Contract by reason of any breach of any such representation, warranty, covenant or agreement by another Party notwithstanding whether any director, officer, employee, agent, consultant, advisor or other representative (including legal counsel, accountants and financial advisors) of the Party seeking to enforce a remedy knew or had reason to know of such breach.
4. *Limitation of Liability:* Despite any provision hereof, in no event shall either Party be liable for any consequential, secondary, or incidental loss or damage to the business or the property of the other Party arising directly or indirectly from any breach hereof, fundamental, or otherwise, or from any tortious acts or omissions of its employees or agents.
5. *Liability Insurance:* Prior to commencement of Project activities at the Property, each Party shall be required to obtain and maintain liability insurance providing such coverage and in such amounts as is typical for projects such as the Project. Upon request, each Party shall provide the other Party with copies of all such insurance policies.
6. *Indemnification:* Each Party shall indemnify, protect and save the other Party and its affiliates, and their directors, officers and employees, harmless from and against any and all actions and causes of actions, notices, claims, demands, liabilities, losses, damages, costs or expenses of whatever kind or nature, including costs of litigation and legal fees incurred in defending the foregoing and incurred in enforcing the other Party’s indemnification rights hereunder, together with reasonable expenses in connection therewith, alleged or claimed to have been caused by, or to have arisen out of or in connection with, a breach of this Contract by the first Party.
7. *Force Majeure:* Despite any provision hereof, neither Party shall be responsible or liable for any loss, damage, detention or delay caused by war, invasion, insurrection, riot, the order of any civil or military authority, or by fire, flood, weather or other acts of the elements, breakdown, lock-outs, strikes or labour disputes, pandemics, the failure of any

third parties to meet their contractual obligations, the permitting process being or becoming materially cumbersome or expensive, or, without limitation of the foregoing, any other cause beyond the reasonable control of the Parties (each, an “Event of Force Majeure”).

8. *Due Diligence*: During the term of this Contract, each of the Parties will reasonably cooperate with any reasonable due diligence review in connection with the transactions contemplated hereby, including, without limitation, providing information and making available documents and senior corporate officers, during normal business hours, as may reasonably be requested by the other Party from time to time.
9. *Arbitration*: Any dispute, controversy or claim arising out of or relating to this Contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration pursuant to the *Arbitration Act* (British Columbia). Nothing contained herein shall prevent the Party from obtaining an injunction or specific performance.
10. *Governing Law*: This Contract shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia and shall be treated in all respects as a British Columbia contract.
11. *Confidentiality*: Neither Party shall disclose, use, or derive any direct or indirect benefit from any confidential information, proprietary information, or trade secrets of the other Party provided by such other Party pursuant to or in connection with this Contract (the “Information”). No disclosure or announcement, public or otherwise, in respect of this Contract, any Information or the transactions contemplated herein or therein will be made by either Party without the prior agreement of the other Party as to timing, content and method, hereto, provided that the obligations herein will not prevent either Party from making, after reasonable consultation with the other Party, such disclosure as its counsel advises is required by applicable law or any applicable stock exchange or securities regulatory authority having jurisdiction over it.
12. *Severability*: If any term hereof is invalid or unenforceable under any statute regulation, ordinance, order, or other rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule of law, and the remaining provisions hereof shall remain in full force and effect.
13. *No Implied Waiver*: The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect its right to require performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision.

14. *Relationship of Parties:* SRI and Sasquatch Resources are independent contracting parties, and nothing herein shall make either Party the agent or legal representative of the other for any purpose whatsoever, nor shall it grant either Party any authority to assume or to create any obligation on behalf of, or in the name of the other Party.
15. *Non-Assignment:* Neither Party may assign or delegate its obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.
16. *Entire Agreement:* This Contract represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements either written or oral.
17. *Notices:* Any notice or writing required or permitted to be given under this Contract or any communication otherwise made in respect of this Contract (a “Notice”) shall be sufficiently given if delivered or transmitted by e-mail to the address of a Party provided on the first page of this Contract, or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same, in the manner provided herein. Any Notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day in the Province of British Columbia then the Notice shall be deemed to have been given and received on the business day next following such day. Any Notice transmitted by e-mail or other form of electronic communication shall be deemed given and received on the first Business Day after its transmission.
18. *No Contra Proferentem.* A provision of this Contract must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
19. *Independent Legal Counsel.* SRI acknowledges that: (i) it has had adequate opportunity to consult and has actually consulted, or has waived its right to consult, independent legal counsel regarding the legal meaning and potential consequences of this Contract and of performing its obligations under this Contract; (ii) it has not been induced to enter into this Contract by reason of coercion or undue influence; (iii) it has not consulted or obtained legal advice from the law firm of Beadle Raven LLP or from Michael Raven, solicitor in the Province of British Columbia, with respect to this Contract and it shall be estopped from contending otherwise.
20. *Further Assurances.* Each of the Parties will from time to time, at the request of the other Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Contract in accordance with their true intent.

[Remainder of page intentionally left blank. Signature page follows.]

By signing below, both Parties agree to be bound by the terms of this Contract as of and from the Effective Date.

For and on behalf of **Sasquatch Resources Corp.**

Peter Smith, CEO
Printed Name and Position

“Peter Smith”
Signature

For and on behalf of **Sulphide Remediation Inc.**

Brent Hilscher, CEO
Printed Name and Position

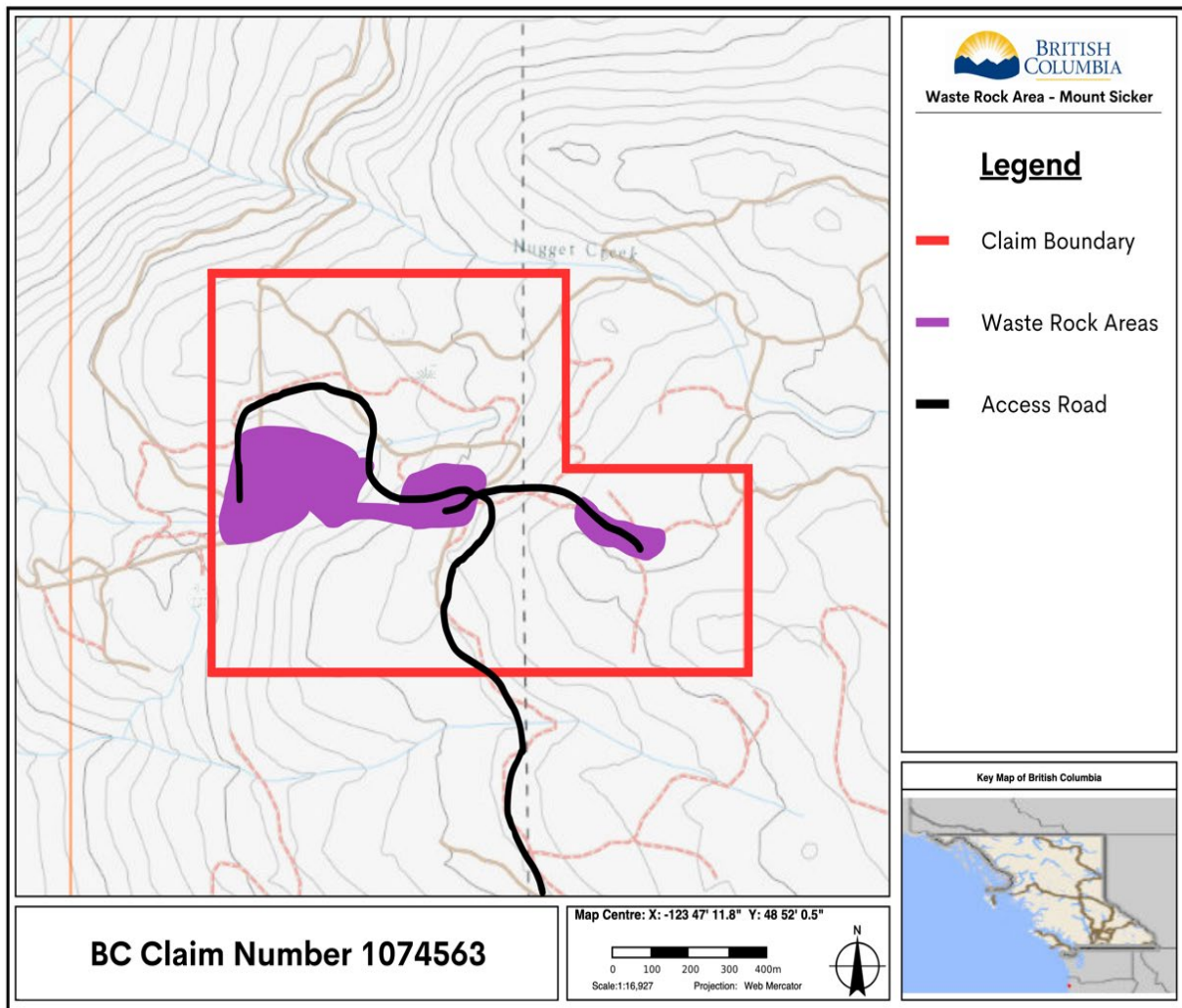
“Brent Hilscher”
Signature

Appendix A: The Property

The Property comprises a single cell mineral claim covering 106.24 hectares as follows:

Title Number	Claim Name	Registration	Expiry Date	Area (hectares)
1074563	Tyce	Funk/Deveault ⁽¹⁾	Oct. 1, 2028	106.24
			Total:	106.242

- (1) Pursuant to a property option agreement dated as of November 5, 2021, Sasquatch has the option to earn a 100% interest in and to this mineral claim (subject to a 2% NSR, half of which can be repurchased by Sasquatch by issuing 500,000 shares to the optionors at any time before the commencement of commercial production).



Appendix B: Capital Equipment

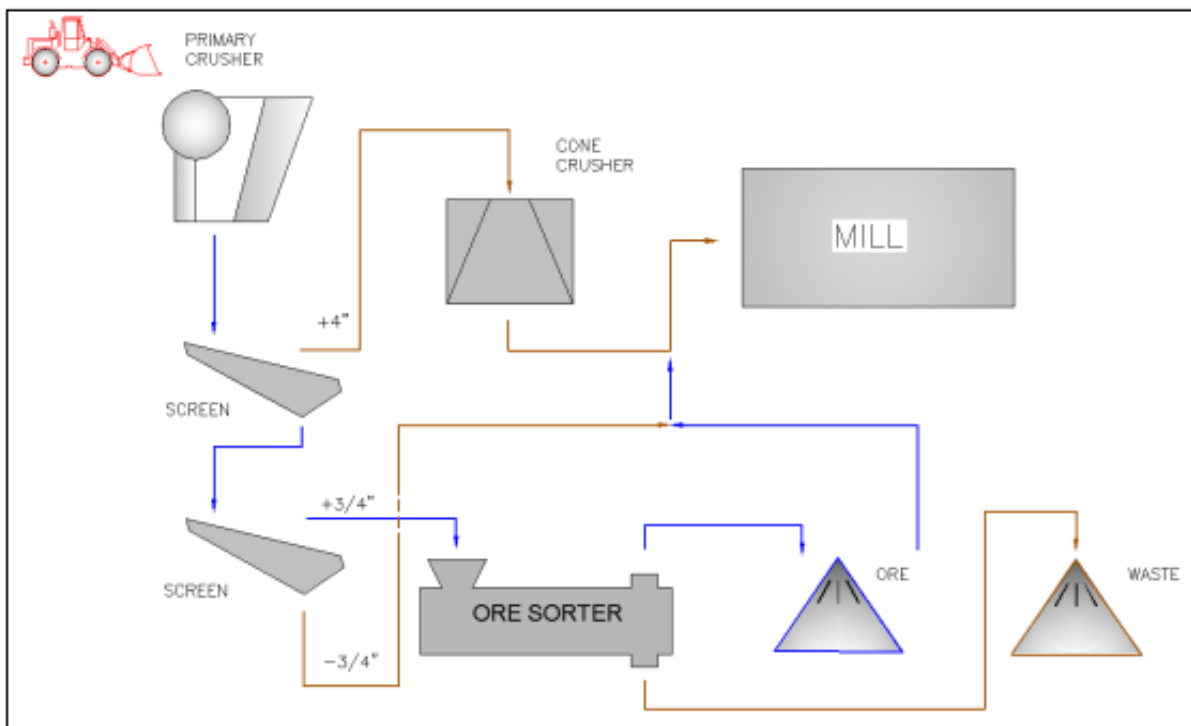
Capital Equipment

Equipment list including:

- a. Crusher: MMD 1500 series twin shaft sizer (or commercial equivalent, depending on further research regarding best methods)
- b. Screens
- c. Wash system for fines removal including
 - scrubber
 - filter
 - pumps
 - tanks
- d. Sorting system including sorters, feeders, compressors, control system. Sorter: Tomra Duoline Transmission mobile sorting unit, which uses density, X-ray and artificial intelligence (or commercial equivalent, depending on further research regarding best methods)
- e. Diesel generator
- f. Front End Loaders
- g. Associated auxiliary equipment including but not limited to bins, conveyors, lighting.

Any additional required equipment not listed that is necessary to deliver on the Project to be bought, leased or rented by SRI, at SRI's expense

Process flow diagram



Ore Sorting Process

Ore sorting will be incorporated to reduce transportation costs by high grading the waste pile before it is sent to the mill from Mt. Sicker. The volcanogenic massive sulphide (VMS) deposits at Mt. Sicker is comprised of Quartz-pyrite concentrations that contain appreciable quantities of base metal minerals chalcopyrite, galena and sphalerite (G. Leroux, M.Sc., P.Geo; Field report on the Mt Sicker Property d report on the Mt Sicker Property; December 2022). X-ray transmission technology will be utilized where the sensor will distinguish ore and waste by their relative density (Robben & Mosser, 2014). In the Mt Sicker waste pile, the ore is relatively heavier due to the sulphides, which will the separation easier. Based on the laboratory results from the Germany, the operating parameters of the sorting machine will be set to best achieve the highest recovery. Also there is potential to incorporate color sorting sensors (excellent for quartz deposits) and Artificial Intelligence (rocks close together can be individually scanned thus improving the throughput) in the process for also maximum ore recovery. The scanning will be rock by rock sorting, so the waste rock will be screened to the proper size fractions after being crushed and screened to the proper size. This is because the throughput and the accuracy of the equipment is dependent on the size fraction. The smaller the particle size, the lower the throughput will be, while the bigger the particle size, the less accurate it will be for the air jet to separate the ore and waste. In order to maximize the efficiency of the ore sorters, tests have shown that material between +0.5” to – 4” size fractions are preferred for the ore sorting system. Sorted material will be sent to the mill for processing.