

## **PROJECT SALE AGREEMENT**

The following is a PROJECT AGREEMENT for acquiring and development of all property within the area described here and known as the Copper Mountain project. This PROJECT SALES AGREEMENT is between MYRIAD METALS CORP. (“Buyer”) and NUCOR INC. (50% owner), 4424, Skylane Avenue, Redacted and MILLER AND ASSOCIATES, LLC, (50% owner), Redacted (collectively “Sellers”). This agreement (“Agreement”) is dated as of April 8, 2022 (the “Effective Date”).

1. The “Copper Mountain Project” includes the purchase of ten (10) CMW Claims as described in Exhibit A, a copy of which is attached hereto, the area covered by this Agreement is the entire area within the above-described forty-nine (49) Sections, being approximately 31,000 acres. This area is attached as Exhibit B.
2. NUCOR and Miller and Associates, LLC agree to share all information, in their possession, on the Copper Mountain Project area with Buyer. On execution of this Agreement, Buyer shall be required to pay a deposit of US \$10,000 (the “Deposit”), which will provide Buyer with a due diligence review period of 30 days from the Effective Date of this Agreement (the “Due Diligence Period”). The Deposit shall be non-refundable, unless Buyer terminates this Agreement as a result of the registration and title to the ten (10) CMW Claims as described in Exhibit A being materially different than the registration and title described herein.
3. Sales Price of the Copper Mountain Project is US \$250,000.00, to be paid one-half each to NUCOR and Miller and Associates, LLC, less the Deposit made under section 2 above. Payment shall be made immediately upon expiry of the Due Diligence Period by wire, unless the Buyer provides notice of termination of this Agreement prior to expiry of the Due Diligence Period.
4. Notwithstanding the foregoing, following payment of the sales price by Buyer to Sellers, NUCOR, INC. and Miller and Associates, LLC, hereby retain the following residual interests in the Copper Mountain Project:
  - a. Annual Payment of US\$25,000.00 to be divided equally between Nucor, Inc. and Miller and Associates, LLC.
  - b. Buyer shall also pay an NSR royalty on production of 2.5% of sales value of any yellowcake sourced on or from the project area. In lieu of paying this royalty, Buyer may buy back a portion of the royalty interests of Nucor, Inc. and Miller and Associates, LLC, as under the following terms:
    - i. 1% (reducing the royalty interest to 1.5%) can be purchased for the sum of US\$250,000.00 if the right to buy back this 1% is exercised within twelve (12) months of the Effective Date.
    - ii. 1% (reducing the royalty interest to 0.5%) can be purchased for the sum of US\$500,000.00 if the right to buy back this 1% is exercised after twelve (12 months) but before twenty-four (24 months) after the Effective

Date of this Agreement.

- iii. 0.5% reducing the royalty rate to 0.0%) can be purchased for the sum of US\$1,000,000.00 if exercised after twenty-four (24) months but before thirty-six (36) after the Effective Date of this Agreement.
5. If the Copper Mountain Project is discontinued by the Buyer, Buyer shall promptly notify Sellers and undertake the following:
- i. Any and all claims and leases conveyed under or arising out of this Agreement and the rights conveyed hereunder shall be reconveyed to NUCOR, INC. and Miller and Associates, LLC. Additionally, all leases and claims shall be paid-up or pre-paid a minimum of six (6) months payments to any royalty or other interest holder, lessees or payees, including any local, state or federal governmental agencies or taxing authorities.
  - ii. All data, work product, leases, and agreements will be returned or conveyed to Nucor, Inc. and Miller and Associates, LLC.
  - iii. The reconveyance of property and property interests under the preceding paragraphs to Nucor, Inc. and Miller and Associates, LLC, shall be at the sole cost and expense of Buyer.
6. Termination of the Copper Mountain Project: Buyer may, with at least two (2) weeks' written notice prior to the end of calendar month, terminate its interest in and operation of the Copper Mountain Project and convey (reconvey) its interests therein to Nucor, Inc. and Miller and Associates, LLC, subject Section 5 above.

## **GENERAL TERMS**

7. **Warranties of Sellers.** Nucor, Inc. and Miller and Associates, LLC, warrant that they are respectively, duly incorporated and organized under the laws of the State of Wyoming, that they are in good standing, and are the owners of the property interests to be conveyed herein, that they may respectively transfer their respective interests as provided herein, and that the conveyances contemplated herein are not in breach of any agreement to any other party.
8. **Warranty of Buyer.** Buyer warrants that it is duly incorporated/organized under the laws of the Province of British Columbia, Canada, that it is in good standing, and that it is authorized to enter into the transactions contemplated herein.
9. **Entire Agreement.** This Agreement is the whole agreement between the Parties. There are no warranties, representations, terms, conditions, or collateral agreements expressed or implied, statutory or otherwise, other than expressly set forth in this Agreement. This Agreement shall only be amended, changed or terminated by a written instrument signed by the parties hereto.
10. **Successors and Assigns.** The terms and conditions of this shall inure for the benefit and

be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns, the rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

11. The parties agree that exclusive jurisdiction over the parties and this Agreement shall be in the Courts of the State of Wyoming, and that venue shall be in Fremont County, Wyoming.
12. This Agreement shall be interpreted and construed under the laws of the State of Wyoming.
13. The prevailing party shall be entitled to all costs of recovery for enforcing its rights under this Agreement, including reasonable attorney's fees.
14. If any part of this Agreement is found unenforceable, the remainder of this Agreement shall remain in full force and effect.

The Parties have executed this Agreement as of the Effective Date.

**Myriad Metals Corp.**

*"Peter Smith"*

By: \_\_\_\_\_  
Peter Smith, CEO

**Miller and Associates, LLC**

*"David Miller"*

\_\_\_\_\_  
David Miller

**Nucor, Inc.**

*"Eli Bebout"*

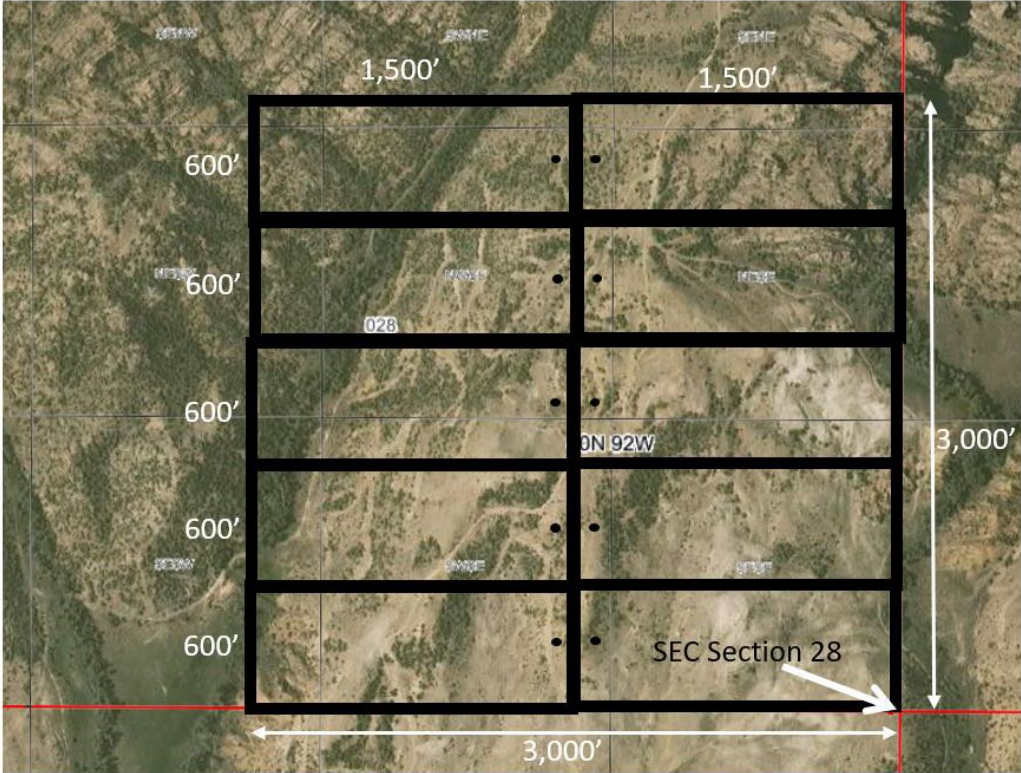
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Eli Bebout

# EXHIBIT A

## CMW CLAIMS

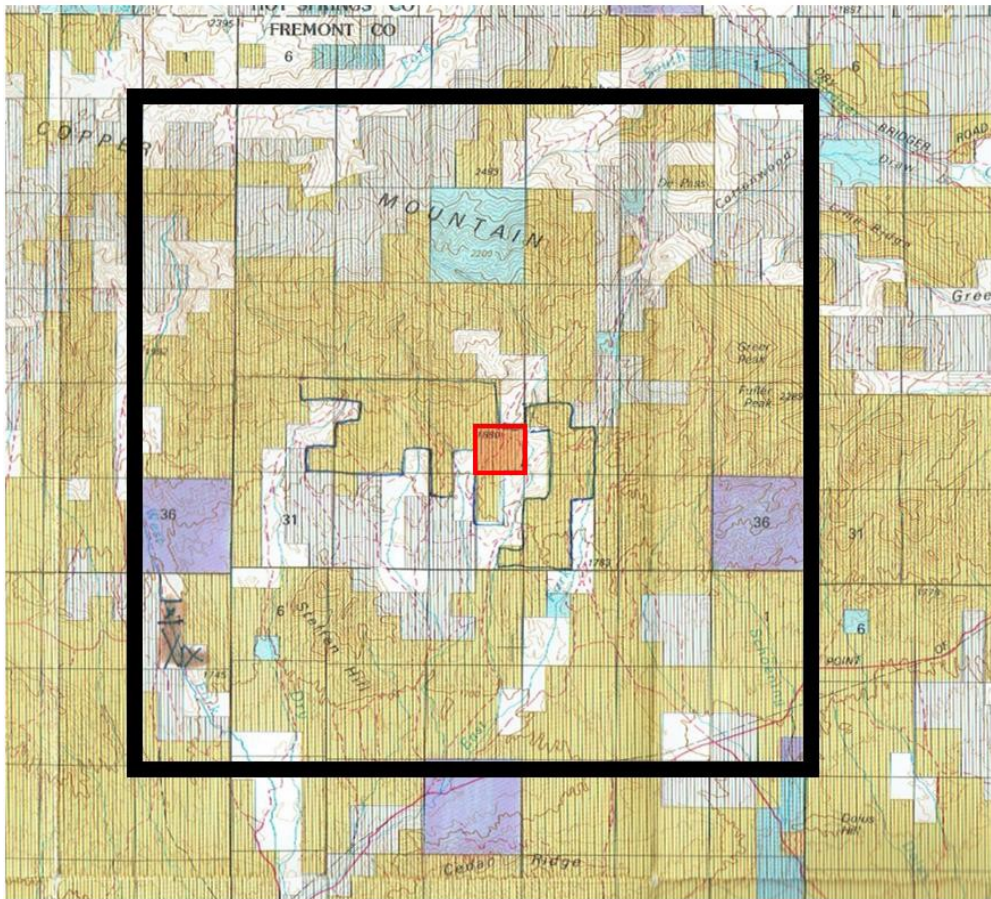
BLM Serial #	Claim Name
WMC309908	CMW-18
WMC309909	CMW-19
WMC309910	CMW-20
WMC309911	CMW-21
WMC309912	CMW-22
WMC309913	CMW-23
WMC309914	CMW-24
WMC309915	CMW-25
WMC309916	CMW-26
WMC309917	CMW-27

**COPPER MOUNTAIN – Main Canning Orebody**  
**SE/4 Section 28 T 40N R 92W 10 Claims**



# EXHIBIT B AREA OF INFLUENCE

T40N R92W



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