

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) made effective as of the 8th day of May, 2022, among **MYRIAD METALS CORP.** (“**Myriad**”), **NUCOR, INC.** (“**Nucor**”), **MILLER AND ASSOCIATES, LLC** (“**Miller**”, and collectively with Nucor, “**Sellers**”) and **RUSH URANIUM CORP.** (“**Rush**”);

WHEREAS Myriad and Seller are parties to a project sales agreement (the “**Project Agreement**”) dated as of April 8, 2022;

AND WHEREAS Myriad wishes to transfer all of its right, title and interest in and to, and all of its obligations under, the Project Agreement, as amended pursuant to this Agreement, to Rush;

NOW THEREFORE in consideration of the covenants and agreements set forth herein and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties covenant and agree as follows:

1. **Amendment of Project Agreement**

Section 3 of the Project Agreement is hereby deleted in its entirety and replaced with the following:

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 as follows: US\$140,000 shall be paid on May 9, 2022; and the remaining US\$100,000 shall be paid on or before June 8, 2022.

Capitalized terms used but not defined herein have the meaning ascribed thereto in the Project Agreement.

The Project Agreement, as assigned and amended hereby, is in all other respects confirmed and approved.

2. **Assignment**

Myriad hereby assigns, transfers, and conveys to Rush, as of the date hereof, all of Myriad’s right, title and interest in and to, and all of its obligations under, the Project Agreement, as amended pursuant to this Agreement.

3. **Acceptance By Rush**

Rush hereby accepts the assignment of the Project Agreement, as amended pursuant to this Agreement, as of the date hereof, and agrees to be bound by and observe, carry out and perform and fulfil, all of the covenants, conditions, obligations and liabilities of Myriad under the Project Agreement, to the same extent and with the same force and effect as though Rush, instead of Myriad, had been originally named as a party to the Project Agreement.

4. **Acceptance By Seller**

Each of Nucor and Miller hereby accepts, confirms and ratifies, as of the date hereof, the assignment of the Project Agreement, as amended pursuant to this Agreement, as acceptable and allowable under the Project Agreement and releases Myriad from any obligations or liability, past, present or future, respecting the Project Agreement.

IN WITNESS WHEREOF this Agreement has been executed on the date and year first above written.

MYRIAD METALS CORP.

“*Peter Smith*”
Per: _____
Peter Smith, CEO

NUCOR, INC.

“*Eli Bebout*”
Per: _____
Eli Bebout

MILLER AND ASSOCIATES, LLC

“*David Miller*”
Per: _____
David Miller

RUSH URANIUM CORP.

“*Peter Smith*”
Per: _____
Peter Smith, CEO