

PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is made effective the 6th day of October, 2025.

BETWEEN:

J FAHMY CONSULTING INC., a company having offices at

[Address Redacted]

(“**JFC**”)

AND

BRAD NEWELL., an individual residing at [Address Redacted]

(“**Newell**”)

AND

MCMILLAN GEOSCIENCES INC., a company having offices

at [Address Redacted] —

(“**MGI**”)

AND

**GRASSROOT PROSPECTING & PROSPECT
GENERATION INC.**, a company having offices at

[Address Redacted]

(“**Grassroot**”)

AND

MJ CAPITAL LTD., a company having offices at

[Address Redacted]

(“**MJC**”)

AND

1001128821 ONTARIO INC., a company having offices at

[Address Redacted]

(“**1001128821**”)

AND

1831635 ALBERTA INC., a company having offices at

[Address Redacted]

(“**1831635**” and collectively with JFC, Newell, MGI, Grassroot, **1001128821** and MJC, the “**Vendors**”)

AND

FIRST AMERICAN URANIUM INC., a company having offices at 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(the “**Purchaser**”)

WHEREAS, The Vendors are the registered, legal and beneficial owners of a 100% interest in certain exclusive exploration rights in Quebec, Canada comprising what is known as the Blanchette and Seigneurie properties (collectively, the “**Properties**”), as more particularly described in Schedule A attached hereto;

AND WHEREAS, the Vendors wish to sell or cause to be sold to the Purchaser, and the Purchaser wishes to purchase from the Vendors, the Properties, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

PART 1 INTERPRETATION AND DEFINITIONS

Definitions

1.1 In addition to defined terms elsewhere in this Agreement, the following words and phrases have the following meanings:

- (a) “**Agreement**” means this Property Purchase Agreement together with the schedule attached thereto;
- (b) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

- (c) “**Closing Date**” means October 15, 2025, or such other day as the Purchaser and the JFC, acting on behalf of the Vendors, may agree;
- (d) “**Consideration Shares**” has the meaning set forth in §3.2;
- (e) “**Outside Date**” means October 22, 2025;
- (f) “**Party**” means either the Vendors or the Purchaser and their successors and permitted assigns and “**Parties**” means together, the Vendors and the Purchaser and their successors and permitted assigns;
- (g) “**Properties**” has the meaning set forth in Recital 0 hereto;
- (h) “**Purchaser**” has the meaning set forth on the first page hereof;
- (i) “**Purchase and Sale**” has the meaning set forth in §3.1; and
- (j) “**Vendors**” has the meaning set forth in the first page hereof and “**Vendor**” means any of the Vendors.

Entire Agreement

1.2 This Agreement and the attached Schedules and all properly executed amendments are hereinafter collectively referred to as this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, communications, agreements and undertakings relating to the subject matter herein. The Parties acknowledge that there are no agreements, undertakings, representations, warranties or conditions collateral to this Agreement except as specifically stated otherwise in this Agreement.

Interpretation

1.3 For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) the words “**herein**”, “**hereof**”, and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision or to the Schedules;
- (b) a reference to a Part means a Part of this Agreement and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;
- (c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- (d) the word “**including**”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or

matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as “without limitation” or “but not limited to” or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) where the phrase “**to the knowledge of**” or phrases of similar import are used in respect of the Parties, it will be a requirement that the Party in respect of whom the phrase is used will have made such due inquiries as is reasonably necessary to enable such Party to make the statement or disclosure;

(f) a reference to currency means Canadian currency; and

(g) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

PART 2 REPRESENTATIONS AND WARRANTIES

Representations and Warranties by the Vendors

2.1 Each Vendor jointly and severally represents and warrants to the Purchaser that as of the date of this Agreement and on the Closing Date:

(a) if it is a Corporation, it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of such Vendor enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of or accelerate the performance required by any agreement to which it is a party;

- (c) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction;
- (d) the Vendors are the legal, beneficial and registered owner of a 100% legal and beneficial interest in the Properties, free and clear of all encumbrances (including, but not limited to, royalties) and no other person has any right or interest to acquire any interest in the Properties;
- (e) the Properties are in good standing under applicable law until the dates shown in Schedule A and all work required to be performed has been performed and all taxes (including duties), fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made;
- (f) the Vendors have made available to the Purchaser all material maps, assays, surveys, drill logs, samples, metallurgical, geological, geophysical, geochemical and engineering data within its control in respect of the Properties;
- (g) there has been no act or omission by any Vendor that could result by notice or lapse of time, or both, in the breach, termination, abandonment, forfeiture, relinquishment or other premature termination of the Properties or the Vendors' rights with respect thereto;
- (h) to the Vendor's knowledge, no proceedings have been instituted to invalidate or assert an adverse claim or challenge against or to the ownership of or title to, or use or operation of the Properties, including by any indigenous group;
- (i) there are no actions, suits or proceedings outstanding, or, to the Vendor's knowledge, pending or threatened, against or adversely affecting or which could adversely affect the Properties or the Vendor's ownership of the Properties before any federal, provincial, territorial, municipal or other governmental authority, court, department, commission, board bureau, agency or instrumentality;
- (j) the Vendors have conducted all activities on or with respect to the Properties in compliance with all applicable laws, including environmental laws, and the Vendors have not received notice of any breach of any such law;
- (k) no consent or approval of any third person, stock exchange or governmental authority is required for the execution, delivery or performance of this Agreement by the Vendors or the transfer or acquisition of the Properties;
- (l) it is not an insolvent person within the meaning of the any applicable bankruptcy or insolvency law and will not become an insolvent person as a result of the transactions contemplated herein;
- (m) the Properties are in good standing and has been validly recorded pursuant to all applicable legislation;

(n) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or expenditures with respect to the Properties and the conduct of operations related thereto, the Vendors have not received any notice of the same and the Vendors are not aware of any basis on which any such orders or directions could be made;

(o) to the Vendor's knowledge, there have been no material spills, discharges, leaks, emissions, ejections, escapes, dumping's or other releases of any kind of any hazardous, dangerous, poisonous, noxious, toxic or radioactive substance, waste, pollutant, contaminant or similar substance in, on or under the Properties or the environment surrounding the Properties; and

(p) it is not aware of any fact or circumstance which has not been disclosed to the Purchaser which should be disclosed in order to prevent the representations and warranties contained in this section from being misleading or which would likely affect the decision of the Purchaser to enter into this Agreement.

Survival

2.2 The Vendors acknowledges that the Purchaser is relying on the representations and warranties contained in §2.1 in entering into this Agreement and that such representations and warranties are continuing and survive the execution of this Agreement for a period of two years.

Representations and Warranties by the Purchaser

2.3 The Purchaser represents and warrants to the Vendors that, as of the date of this Agreement and on the Closing Date:

(a) it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;

(iii) a court may stay proceedings before them by virtue of equitable or statutory powers; and

(iv) rights of indemnity and contribution hereunder may be limited under applicable law;

(b) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby conflict with, result in a breach of or accelerate the performance required by any agreement to which it is a party;

(c) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby, result in a breach of the laws of any applicable jurisdiction or its constating documents.

Survival

2.4 The Purchaser acknowledges that the Vendors are relying on the representations and warranties contained in §2.3 in entering into this Agreement and that such representations and warranties are continuing and survive the execution of this Agreement for a period of two years.

Indemnity

2.5 Each Party will indemnify and save the other Party and its directors, officers, employees, agents, representatives, subcontractors, and affiliates harmless from all losses, damages, costs, and suits arising out of or in connection with any breach by that Party of any representation, warranty, covenant or agreement contained in this Agreement. This indemnity will survive the termination of this Agreement for a period of two years.

Covenants of the Vendor

2.6 The Vendors covenant to an agree with the Purchaser as follows:

(a) the Vendors will not take any action to encumber or otherwise deal with the Properties other than in accordance with the terms of this Agreement;

(b) the Vendors will do and execute, or cause and procure to be made, done and executed, all such further acts, applications, deeds or assurances as may be reasonably requested by the Purchaser whether for the purpose of more effectually and completely vesting in the Purchaser the interest in the Properties being hereby conveyed or transferred in accordance with the terms hereof or for the purpose of registration or otherwise;

(c) the Vendors will provide to the Purchaser all such documents, instruments and materials and do all such reasonable acts and things as may be requested by the Purchaser to obtain all permits and approvals necessary for the transfer of the Properties, including but not limited to any regulatory approvals, necessary for the completion of this Agreement; and

(d) the Vendors will do all such other acts and things within its control as may be reasonably necessary or required of it to give effect to the transactions contemplated by this Agreement, including taking all such actions, required to comply with the relevant corporate laws and securities laws applicable to it.

PART 3 PURCHASE AND SALE

Purchase and Sale

3.1 The Vendors hereby sell and transfer to the Purchaser and the Purchaser hereby purchases from the Vendors, a 100% legal and beneficial interest in the Properties, free and clear of all encumbrances, in accordance with the terms of this Agreement (the “**Purchase and Sale**”).

Consideration

3.2 In consideration of the Purchase and Sale, the Purchaser will provide to the Vendors 4,020,000 common shares in the aggregate in the capital of the Purchaser on the Closing Date (the “**Consideration Shares**”). The Consideration Shares will be split amongst the Vendors as follows:

Name	Consideration Share Entitlement
JFC	823,637
Newell	732,121
MGI	183,030
Grassroot	366,061
MJC	732,121
1831635	183,030
1001128821	1,000,000
Total:	4,020,000

The Vendors acknowledge and agree that the Consideration Shares will be issued pursuant to the prospectus exemptions contained in National Instrument 45-106 - *Prospectus Exemptions of the Canadian Securities Administrators* and that the Consideration Shares are subject to a statutory hold period of four months and one day from the date of distribution.

The Vendors further acknowledge and agree that none of Consideration Shares have been or will be registered under the United States Securities Act of 1933, as amended, or under the securities laws of any state of the United States, and that Seller is not a U.S. person at the time of distribution and does not intend to become a U.S. person.

Deliveries of the Vendor

3.3 On the Closing Date, the Vendors shall deliver to counsel to the Purchaser, or arrange to have delivered to counsel to the Purchaser, the following:

- (a) such documents to evidence the submission before the competent governmental authority of the documents necessary to transfer title to the Properties to the Purchaser and all documents, notices, instruments and forms necessary to give effect to the transactions contemplated by this Agreement;
- (b) all books, records, surveys, plans, files, correspondence, and other data and information of the Vendors relating to the Properties in the possession of the Vendor, including all data and information stored on computer-related or other electronic media, that have not previously been delivered by the Vendors to the Purchaser, if any;
- (c) a certificate of an officer of the JFC on behalf of the Vendors, confirming that all representations and warranties in the agreement are true and correct in all respects as at the Closing Date;
- (d) if required by the Canadian Securities Exchange (the “CSE”), a title opinion on the Properties from counsel to the Vendor; and
- (e) all such other documents and agreements as the Purchaser’s counsel reasonably consider necessary or desirable to give effect to the transactions contemplated by this Agreement.

Stock Exchange Approval

3.4 The obligations of the Purchaser pursuant to this agreement will be subject to the receipt of any required stock exchange approvals by the CSE.

PART 4 CLOSING

Closing Date

4.1 Closing of the Purchase and Sale will take place at 10:00 a.m., Vancouver time, on the Closing Date or at such other time and date as may be agreed by the Parties.

PART 5 TERMINATION

Breach

5.1 The Agreement may be terminated (i) by the Purchaser if the representations and warranties of the Vendors become incorrect at any time before the Closing Date; (ii) by the Purchaser if the closing has not occurred prior to the Outside Date; or (iii) by mutual agreement of the Parties.

PART 6 GENERAL AND MISCELLANEOUS

Notices

6.1 Any notice under this Agreement will be given in writing, by delivery in person to a named representative or by mail, facsimile or electronic transmission, properly addressed to each Party at the address first above written.

6.2 A notice given will be deemed given only when received by the Party to whom such notice is directed; except that any notice given by facsimile or electronic transmission will be deemed received the day such notice is successfully faxed or transmitted if during business hours or on the next Business Day if faxed or transmitted after business hours, or three Business Days after it is mailed, provided there is no postal disruption at the time. A Party may change its address for notice by providing the other Party with notice of such change in the manner set forth herein.

Expenses

6.3 Subject to clauses 6.5 and **Error! Reference source not found.**, each Party will be responsible for all of its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to the transactions contemplated herein.

6.4 The Purchaser agrees to make any claim maintenance payments required to keep the property in good standing from the date hereof, until the earlier of the closing of the transaction contemplated by this Agreement and the Outside Date.

Taxes

6.5 All taxes which may be payable on the Purchase and Sale are payable by the Vendors.

Successors and Assigns

6.6 This Agreement will be binding upon and enure to the benefit of the respective successors and permitted assigns of the Parties.

Amendments

6.7 No amendments to this Agreement will be of any force and effect unless executed in writing by all the Parties.

Governing Law

6.8 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada as applicable therein.

Further Assurances

6.9 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

Severability

6.10 If any provision of this Agreement is found invalid, illegal, or incapable of enforcement by any court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions of this Agreement will continue to be valid and enforceable.

Counterparts

6.11 This Agreement may be executed in as many counterparts as may be necessary and may be delivered by facsimile or electronically transmitted and each such counterpart will be deemed to be an original and such counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers as of the date first above written.

J FAHMY CONSULTING INC.

Per: [Signature redacted]

BRAD NEWELL

[Signature redacted]

MCMILLAN GEOSCIENCE INC.

Per: [Signature redacted]

GRASSROOT PROSPECTING & PROSPECT GENERATION INC.

Per: [Signature redacted]

MJ CAPITAL LTD.

Per: [Signature redacted]

1831635 ALBERTA INC.

Per: [Signature redacted]

1001128821 ONTARIO INC.

Per: [Signature redacted]

FIRST AMERICAN URANIUM INC.

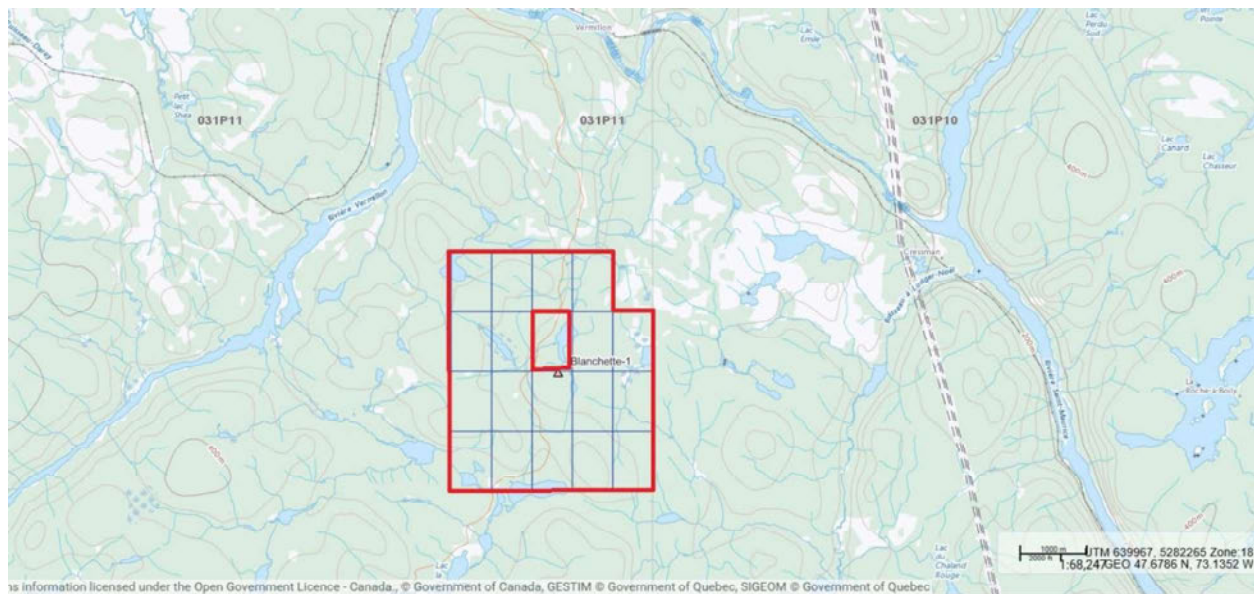
Per: [Signature redacted]

Authorized Signatory

SCHEDULE A
DESCRIPTION OF THE PROPERTY

Titleholder(s) (Name, Number and Percentage)	Title No	NTS Map Sheet	Area (Ha)	Date of Registration	Expiry Date
Neal Blackmore (102162) 100 %	2808053	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808054	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808055	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808056	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808057	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808058	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808059	NTS 22C11	56.93	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808060	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808061	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808062	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808063	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808064	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808065	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808066	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808067	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808068	NTS 22C11	56.92	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808069	NTS 22C11	56.91	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808070	NTS 22C11	56.91	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808071	NTS 22C11	56.91	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808072	NTS 22C11	56.91	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808073	NTS 22C11	56.91	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808074	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808075	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808076	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808077	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808078	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808079	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808080	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808081	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808082	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808083	NTS 31P11	58.03	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808084	NTS 31P11	58.01	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808085	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808086	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808087	NTS 31P11	58.02	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808088	NTS 31P11	58.01	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2808089	NTS 31P11	58.01	2023-11-28 0:00	2026-11-27 23:59
Neal Blackmore (102162) 100 %	2809510	NTS 31P11	58.01	2023-12-13 0:00	2026-12-12 23:59
Neal Blackmore (102162) 100 %	2809511	NTS 31P11	58.01	2023-12-13 0:00	2026-12-12 23:59

Blanchette 1



Seigneurie

