Honorable Hilary L. Barnes
United States Bankruptcy Judge

Entered on Docket
September 27, 2024

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: ☒ NEVADA COPPER, INC. ☒ NEVADA COPPER CORP. ☒ NC DITCH COMPANY LLC ☒ NC FARMS LLC ☒ LION IRON CORP. ☒ 0607792 B.C. LTD. Debtors.[1]	Lead Case No.: 24-50566-hlb Chapter 11 Jointly Administered with: Case No. 24-50567-hlb Case No. 24-50568-hlb Case No. 24-50569-hlb Case No. 24-50570-hlb Case No. 24-50571-hlb Hearing Date: Hearing Time:

ORDER (I) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, AND INTERESTS, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion") dated June 20, 2024 [ECF No. 145], of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for the entry of an order (i) approving the proposed marketing, auction, and bidding procedures (the "Bidding Procedures"), by which the Debtors will solicit and select the highest and otherwise best offer(s) for a sale or disposition of all or substantially all of the Debtors' assets (the "Assets") or any portion thereof (collectively, the "Sale"); (ii) establishing certain dates and deadlines related thereto and scheduling an auction or auctions, if any, for the Sale; (iii) approving the manner and notice of the auction and sale hearing (the "Sale Hearing") as may be necessary; (iv) approving a form of asset purchase agreement, substantially in the form attached to the Proposed Order; (v) approving

[1] The Debtors in these chapter 11 cases and the last four digits of their registration numbers in the jurisdiction in which they are organized are: Nevada Copper, Inc. (1157) (Nevada); Nevada Copper Corp. (5323) (British Columbia); 0607792 B.C. Ltd. (2524) (British Columbia); Lion Iron Corp. (2904) (Nevada); NC Farms LLC (0264) (Nevada); and NC Ditch Company LLC (4396) (Nevada).

procedures for the assumption and assignment of certain Executory Contracts and unexpired Leases in connection with the Sale, if any; (vi) authorizing the Debtors to designate a Stalking Horse Bidder and seek approval of a Stalking Horse Bid Protections if the Debtors determine to enter into such an arrangement with a bidder for the Assets (the "Stalking Horse Bid Protections"); and (vii) granting related relief; and the Court having considered the Motion and entered the *Order (I) Approving Auction and Bidding, Noticing, and Assumption and Assignment Procedures; (II) Scheduling Certain Dates and Deadlines With Respect Thereto; (III) Approving Form Notice to be Provided to Interested Parties; and (IV) Granting Related Relief* [ECF No. 434] (the "Bidding Procedures Order") approving the Bidding Procedures attached thereto as Exhibit A and authorizing, among other things, the Debtors to designate a Stalking Horse Bidder and seek approval of a Stalking Horse Bid Protections, all as more fully described in the Bidding Procedures Order; and upon the *Notice of Designation of Stalking Horse Bidder* [ECF No. 510] (the "Stalking Horse Notice"); and the Court having reviewed and considered the Motion, the Bidding Procedures Order and the proposed Stalking Horse Notice and having entered the *Order Approving (I) the Designation of the Stalking Horse Bidder and (II) the Proposed Bid Protections* [ECF No. 574] authorizing the Debtors to enter into that certain Asset Purchase Agreement, dated as of August 9, 2024 (the "Stalking Horse Agreement") by and among Nevada Copper Corp. and Nevada Copper Inc., as sellers, and Southwest Critical Materials LLC, as buyer (the "Stalking Horse Bidder"); and the Debtors having received no Qualified Bids other than the Stalking Horse Agreement for the Purchased Assets; and the Debtors accordingly, pursuant to the Bidding Procedures, having canceled the auction for the sale of the Purchased Assets; and the Buyer having been selected as the Successful Bidder for the "Purchased Assets" (as defined Asset Purchase Agreement) [ECF No. 660]; and upon the Buyer and the Debtors having entered into that certain Asset Purchase Agreement, dated as of August 9, 2024 (attached hereto as **Exhibit A** and as may be amended, modified, or supplemented in accordance with the terms hereof and thereof, the "Asset Purchase

Agreement");[2] and this Court having conducted the Sale Hearing on [September 25], 2024; and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Asset Purchase Agreement, the Sale and this order (the "Sale Order"), an initial form of which was annexed as an exhibit to the Asset Purchase Agreement that was filed as an exhibit to the Stalking Horse Notice and revised forms of which were filed with the Court on September 24, 2024 [ECF No. 746] and on September 25, 2024 [ECF No. 758]; and this Court having reviewed and considered all objections and responses thereto, and the arguments of counsel made, and the evidence adduced, at the hearing with respect to the Bidding Procedures, held on July 19, 2024 (the "Bidding Procedures Hearing") and the Sale Hearing; and upon the entire record of the Bidding Procedures Hearing and the Sale Hearing, and after due deliberation thereon, and good cause appearing therefor:

IT IS HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:[3]

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the approval of the Sale under 28 U.S.C. §§ 1334 and 157. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these Chapter 11 Cases in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief sought by the Motion are Sections 105(a), 363, 365 and 503 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006 and 9014, and

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Rules 2002 and 6004 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Nevada (the "Local Rules").

Notice of the Sale, Auction and the Cure Amounts

D. As evidenced by the *Declaration of Zul Jamal in Support of Debtors' Motion for Entry of an Order (I)(A) Approving the Auction and Bidding Procedures, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Bid Deadlines and an Auction, and (D) Approving the Form and Manner of Notice Thereof, and (II)(A) Establishing Notices and Procedures for the Assumption and Assignment of Contracts and Leases, (B) Authorizing the Assumption and Assignment of Assumed Contracts, (C) Authorizing the Sale of Assets and (D) Granting Related Relief* [ECF No. 146] (the "Initial Sale Procedures Declaration"), the *Supplemental Declaration of Zul Jamal in Support of Debtors' Bidding Procedures Motion* [ECF No. 369] (the "Supplemental Sale Procedures Declaration), *Declaration of Zul Jamal In Support of Debtors' Notice of Designation of Stalking Horse Bidder* [ECF No. 512] (the "Stalking Horse Declaration") and *Supplemental Declaration of Zul Jamal In Support of Sale of Substantially All of the Debtors Assets* [ECF No. 745] (the "Jamal Declaration" and, collectively with the Initial Sale Procedures Declaration, the Supplemental Sale Procedures Declaration and the Stalking Horse Declaration, the "Sale Declarations"), and the certificates of service filed with the Court [ECF Nos. 192, 301, 466, 483, 490, 498, 585, 623, 644, 689, and 691] (collectively, the "Certificates of Service"), proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures Order, the Stalking Horse Purchase Agreement, the Asset Purchase Agreement, the Sale Hearing, the Sale, and transactions contemplated by the Asset Purchase Agreement, including the assumption, assignment and/or transfer of the Assigned Contracts, and a reasonable opportunity to object or be heard with respect thereto and to the entry of this Sale Order has been afforded to all known interested Persons and entities entitled to receive such notice, including, but not limited to the Sale Notice Parties set forth in the Bidding Procedures.

E. The Debtors published notice of the Sale, the Bidding Procedures, the Stalking Horse Purchase Agreement, the time and place of the proposed Auction, the time and place of the

Sale Hearing and the time for filing an objection to the Sale Order on the website maintained by the Debtors' Claims and Noticing Agent appointed in these Chapter 11 Cases promptly in accordance with the Bidding Procedures Order.

F. In accordance with the provisions of the Bidding Procedures Order, the Debtors have served the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [ECF No. 469] ("Initial Assumption Notice"), the *First Supplemental Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [ECF No. 569] (the "First Supplemental Assumption Notice") and *Second Supplemental Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [ECF No. 633] (the "Second Supplemental Assumption Notice" and, together with the Initial Assumption Notice and the First Supplemental Assumption Notice, the "Assumption Notices") upon all of the counterparties to the contracts set forth on the schedule attached to this Sale Order as **Exhibit B** (the "Assigned Contracts Schedule"), as the same may be subsequently modified pursuant to the terms of the Asset Purchase Agreement (each, an "Assigned Contract," and, collectively, the "Assigned Contracts") setting forth: (i) the contract(s) and/or lease(s) that may be assumed by the Debtors and assigned to the Buyer; (ii) the name of the counterparty thereto; (iii) notice of the right of the Debtors and/or the Buyer to withdraw such request for assumption and assignment of the Assigned Contract(s) prior to the Closing; and (iv) the amount, if any, determined by the Debtors to be necessary to be paid to cure and compensate for any existing default in accordance with Sections 365(b) and 365(f)(2) of the Bankruptcy Code (the "Cure Amount"). *See* Certificates of Service [ECF Nos. 490, 585, and 683]. The deadline for a non-Debtor counterparty to file an objection to the stated Cure Amount in the Assumption Notice (a "Cure Objection") has expired and, to the extent any such party timely filed a Cure Objection, all such Cure Objections have been resolved, withdrawn, overruled or denied. The deadline for a non-Debtor counterparty to file an objection regarding the ability of the Buyer to provide adequate assurance of future performance (an "Adequate Assurance Objection") has expired and, to the extent any such party timely filed an Adequate Assurance Objection, all such Adequate Assurance

Objections have been resolved, withdrawn, overruled or denied. To the extent that any non-Debtor counterparty did not timely file a Cure Objection or an Adequate Assurance Objection in each case by the applicable objection deadline listed in the Assumption Notice (the "Cure Objection Deadline" and "Adequate Assurance Objection Deadline," respectively), such party shall be deemed to have consented to the (i) assumption and assignment of the Assigned Contract, (ii) proposed Cure Amount set forth on the Cure Notice, and (iii) adequate assurance of the Buyer's future performance previously provided.

G. The service of such Assumption Notices (i) was good, sufficient and appropriate under the circumstances of these Chapter 11 Cases; (ii) provided such counterparties with a full and fair opportunity to object to such assumption, assignment, or transfer and to the proposed Cure Amount set forth in the Assumption Notice; and (iii) was in compliance with the Bidding Procedures Order and applicable provisions of the Bankruptcy Court, the Bankruptcy Rules and Local Rules. Accordingly, no other or further notice need be given in connection with such assumption, assignment, or transfer of the Assigned Contracts or with respect to the Cure Amounts with respect to the Assigned Contracts.

H. As evidenced by the Certificates of Service previously filed with this Court and as approved under the Bidding Procedures Order: (i) due, proper, timely, adequate and sufficient notice of the Sale Hearing, the assumption and assignment of the Assigned Contracts, the entry of this Sale Order, and the Sale has been provided to all parties in interest; (ii) such notice was, and is, good, sufficient and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect thereto, and was provided in accordance with the Bidding Procedures Order, Sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007 and 9014, and the applicable Local Rules; and (iii) no other or further notice of such matters is necessary or shall be required.

Business Judgment

I. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and other transactions contemplated by the Asset Purchase Agreement and any additional or ancillary documents contemplated thereby (the "Transaction Documents"), including, without limitation, the assumption, assignment, and/or transfer of the Assigned Contracts (collectively, the "Transactions") other than in the ordinary course of business pursuant to Sections 363 and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the facts that: (i) there is substantial risk of depreciation of the value of the Purchased Assets if the Sale is not consummated promptly; (ii) the Asset Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets; (iii) the Asset Purchase Agreement and the Closing will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' businesses; and (iv) unless the Sale is concluded expeditiously as provided for in this Sale Order and pursuant to the Asset Purchase Agreement, potential creditor recoveries may be substantially diminished.

J. [Reserved.]

Good Faith of the Buyer; No Collusion

K. The Buyer is not an insider (as that term is defined in Section 101(31) of the Bankruptcy Code) of any of the Debtors or any of their Affiliates.

L. The Buyer is purchasing the Purchased Assets in good faith, and is a good faith Buyer, within the meaning of Section 363(m) of the Bankruptcy Code, and is therefore entitled to, and granted pursuant to paragraph 30 below, the full rights, benefits, privileges, and protections of that provision, and each has otherwise proceeded in good faith in all respects in connection with the Transaction in that, *inter alia*: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Buyer complied with the

provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid as reflected in the Stalking Horse Agreement to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (v) the Buyer has not violated Section 363(n) of the Bankruptcy Code by any action or inaction; (vi) no common identity of directors or controlling stockholders exists between the Buyer on the one hand, and any of the Debtors, on the other hand; and (vii) the negotiation and execution of the Asset Purchase Agreement and Transaction Documents were at arms' length and in good faith.

M. None of the Debtors, the Buyer, or any of their respective current and former officers, directors, managers, members, partners, managed funds, affiliates, agents, advisors, professionals, and representatives (collectively, the "Representatives"), has engaged in any conduct that would cause or permit the Asset Purchase Agreement or any of the Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under Section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any Person in connection therewith.

Highest and Best Offer

N. As demonstrated by the Sale Declarations, the Motion, the evidence proffered or adduced at the Sale Hearing, and the representations of counsel made at the Sale Hearing, the Debtors and their advisors engaged in a robust, diligent and extensive marketing and sale process, which was open and fair, in accordance with the Bidding Procedures Order and the sound exercise of the Debtors' business judgment. The sale process set forth in the Bidding Procedures Order afforded a full, fair and reasonable opportunity for any Person or entity to make a higher or otherwise better offer to purchase the Purchased Assets.

O. In accordance with the Bidding Procedures Order, the Asset Purchase Agreement was deemed a Qualified Bid (as defined in the Bidding Procedures Order) and was eligible to participate at the Auction. Because the Asset Purchase Agreement was the only Qualified Bid for

the Purchased Assets covered thereby, the Debtors, in accordance with the Bidding Procedures Order did not conduct an Auction for such Purchased Assets.

P. The Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' fiduciary duties and business judgment.

Q. The Asset Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases. No other Person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' Estates than the Buyer.

R. Approval of the Asset Purchase Agreement, and the prompt consummation of the Transactions contemplated thereby, is in the best interests of the Debtors, their creditors, their Estates and other parties-in-interest.

No Fraudulent Transfer; Not a Successor

S. The Asset Purchase Agreement and Transaction Documents were not entered into, and the Transactions are not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under applicable Law, and none of the Parties to the Asset Purchase Agreement or any of the Transaction Documents are consummating the Transactions with any fraudulent or otherwise improper purpose. The Purchase Price for the Purchased Assets constitutes, (i) reasonably equivalent value under the Bankruptcy Code Uniform Voidable Transactions Act and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable Laws of any Governmental Authority.

T. Except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities, to the greatest extent permitted by applicable Law after the Closing the Buyer shall not have any liability, responsibility, or obligations of any kind or nature whatsoever for any

Encumbrance (as defined below) of or against the Debtors, or otherwise related to the Purchased Assets (except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities), and arising prior to the Closing, by reason of the transfer of the Purchased Assets to the Buyer. The Buyer shall not be deemed, as a result of any action taken in connection with the Transactions, to: (1) be a successor (or other such similarly situated party) to any of the Debtors (other than with respect to the Assumed Liabilities as expressly stated in the Asset Purchase Agreement); or (2) have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors. To the greatest extent permitted by applicable Law, the Buyer is not acquiring or assuming any Encumbrance arising prior to the Closing, except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities.

Validity of Transfer

U. Subject to the entry of this Sale Order, the Debtors have full corporate power and authority (i) to perform all of their obligations under the Asset Purchase Agreement and the Transaction Documents, and the Debtors' prior execution and delivery thereof and performance thereunder, is hereby ratified in full, and (ii) to consummate the Transactions. The Asset Purchase Agreement and Transaction Documents, and the Transactions contemplated thereby, have been duly and validly authorized by all necessary corporate action. No further consents or approvals are required for the Debtors to consummate the Transactions or otherwise perform their respective obligations under the Asset Purchase Agreement or the Transaction Documents, except in each case as otherwise expressly set forth in the Asset Purchase Agreement or applicable Transaction Documents.

V. At Closing, the transfer of the Purchased Assets to the Buyer including, without limitation, the assumption, assignment and transfer of the Assigned Contracts, will be a legal, valid, and effective transfer thereof, and vest the Buyer with all right, title, and interest of the Debtors in and to the Purchased Assets, to the greatest extent permitted by applicable Law, free and clear of all Encumbrances (as defined in paragraph Y of this Sale Order) accruing or arising

any time prior to the Closing Date, and except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities or Permitted Encumbrances.

Section 363(f) Is Satisfied

W. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the Transactions if the sale of the Purchased Assets, including the assumption, assignment and transfer of the Assigned Contracts, to the Buyer were not free and clear of all Encumbrances of any kind or nature whatsoever (except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities), or if the Buyer, any of its Affiliates or subsidiaries, or any of their respective Representatives, would, or in the future could, be liable for any of such Encumbrances of any kind or nature whatsoever (except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities).

X. The Debtors may sell or otherwise transfer the Purchased Assets free and clear of all Encumbrances (except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities) because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances against the Debtors, their estates or any portion or subpart of the Purchased Assets who did not object, or who withdrew their objections, to the Sale are deemed to have consented thereto pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of such Encumbrance who did object fall within one or more of the other subsections of Section 363(f) and are adequately protected by having their liens, claims, encumbrances, or other Encumbrances, if any, automatically attach to the proceeds of the Sale, including such proceeds that are placed in the M&M Lien Reserve and not used to satisfy M&M Liens, ultimately attributable to that portion or subpart of the Purchased Assets in which such creditor alleges or asserts any Encumbrances, in the same order of priority, with the same validity, force and effect, that such Encumbrances had immediately prior to consummation of the Sale as against such

portion or subpart of the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Y. As used in this Sale Order, the term "Encumbrances" includes, in addition to the types of claims described in paragraph Z below any of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Purchased Assets: Liens, Claims, debts (as defined in section 101(12) of the Bankruptcy Code), any charges granted in the Canadian Recognition Proceedings, security interests (whether contractual, statutory, or otherwise), hypothecs, trusts or deemed trusts, liabilities, demands, guarantees, actions, suits, deposits, credits, allowances, options, contractual commitments, encumbrances, easements, options, restrictive covenants (in each case, other than with respect to any such obligations, restrictions, limitations, contractual commitments, rights or restrictive covenants that are the contractual terms of any Assigned Contract), rights of first offer or first refusal, or other similar encumbrances or interests of any kind or nature whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether existing in Canada or the United States and whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (a) mortgages, deeds of trust, pledges, charges, security interests, hypothecations, encumbrances, easements, servitudes, leases, subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of setoff (except for setoffs validly exercised before the Petition Date), rights of use or possession, subleases, leases, conditional sale arrangements, deferred purchase price obligations, or any similar rights, including, for the avoidance of doubt, the lien held by Cementation USA, Inc. recorded in the Official Records of Lyon County, Nevada and in the Official Records of Mineral County, Nevada and the M&M Liens (as defined in paragraph 24 of this Sale Order); (b) all claims, including, without limitation, all

rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff (except for setoffs validly exercised before the Petition Date), indemnity or contribution, demands, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other person, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise; (c) all debts, liabilities, contractual claims, and labor, employment, and pension claims; (d) any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights; (e) any rights under labor or employment agreements; (f) any rights under pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "ERISA")), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (g) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Age Discrimination and Employment Act of 1967 and the Age Discrimination in Employment Act, each as amended, (vii) the Americans with Disabilities Act of 1990, (viii) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (ix) state discrimination laws, (x) state unemployment compensation laws or any other similar state laws, (xi) any other state or federal benefits or claims relating to any employment with the Debtors or

any of their predecessors, or (xii) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (h) any bulk sales or similar law; (i) any taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets or business of the Debtors before the closing of the Sale; (j) any unexpired and executory contract or unexpired lease to which the Debtors are a party that is not assumed; (k) any other excluded liabilities under the Asset Purchase Agreement; and (l) Encumbrances or other interests arising under or in connection with any acts, or failures to act, of the Debtors or any of their predecessors, affiliates, or subsidiaries, including, but not limited to, Encumbrances or other interests arising under any doctrines of successor liability (to the greatest extent permitted by applicable law), or transferee or vicarious liability, violation of the Securities Act of 1933, the Securities Exchange Act of 1934, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under Contract, applicable Law, equity or otherwise.

Z. Except as expressly set forth in the Asset Purchase Agreement with respect to the Assumed Liabilities or Permitted Encumbrances, and without limiting the nature or scope of paragraph Y above, the transfer of the Purchased Assets, including the assumption, assignment and/or transfer of the Assigned Contracts, to the Buyer, will not subject the Buyer, or any of its Affiliates or subsidiaries, or any of their respective Representatives to, or subject any Purchased Assets to or provide recourse for, any liability or encumbrance whatsoever with respect to the operation or condition of the Purchased Assets prior to the Closing or with respect to any facts, acts, actions, omissions, circumstances or conditions existing, occurring or accruing with respect thereto prior to the Closing Date, including, without limitation, any liability or encumbrance arising from any of the following: (i) any employment or labor agreements, consulting agreements, severance arrangements, change in control agreements or other similar agreements to which any Debtor is or was a party, (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including without limitation, any pension plan of the Debtors, (iii) the cessation of the Debtors' operations, dismissal of employees, or termination of

employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs and any obligations with respect thereto that arise from the Employee Retirement Income Security Act of 1974, the Fair Labor Standard Act, Title VII of the Civil rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 or the Worker Adjustment and Retraining Notification Act, (iv) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (v) environment liabilities, debts, claims or obligations that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act or any Environmental Laws, (vi) products liability or warranties, (vii) any bulk sales or similar law, (viii) any litigation by or against the Debtors and (ix) the Laws of the United States, any state, territory or possession thereof, or the District of Columbia, or Canada and any province or territory thereof based in any theory of products liability, or successor, vicarious or transferee liability. For the avoidance of doubt, the liabilities and encumbrances set forth in this paragraph are included in the defined term "Encumbrances" for all purposes of this Sale Order.

Assumption, Assignment and/or Transfer of the Assigned Contracts

AA. The assumption, assignment and/or transfer of the Assigned Contracts to the Buyer pursuant to the terms of this Sale Order is integral to the Asset Purchase Agreement and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

BB. To the extent necessary or required by applicable Law, the Buyer has or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Assigned Contracts, within the meaning of Sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code.

Payment of the Cure Amount is the sole amount required under Sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure all such monetary defaults and pay all actual pecuniary losses under the Assigned Contracts.

CC. Specifically, with respect to Encumbrances on the property underlying the Debtors lease with RGGS Land & Minerals Ltd., L.P. (the "***RGGS Lease***"), the Debtors have either satisfied the claims under such Encumbrances or reserved cash adequate to satisfy such Encumbrances (the "***M&M Lien Reserve***") and, if elected consistent with paragraph 42, set up the RAM Lien Reserve as set forth in paragraph 42 below. As a result, the Debtors have provided adequate assurance of cure with respect to the RGGS Lease.

DD. The promise of the Buyer to perform the obligations first arising under the Assigned Contracts after their assumption and assignment to the Buyer, the Buyer's financial wherewithal to consummate the transactions contemplated by the Asset Purchase Agreement and the evidence presented at the Sale Hearing demonstrating the Buyer's ability to perform the obligations under the Assigned Contracts after the Closing Date constitute adequate assurance of future performance within the meaning of Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Any objections, responses or requests with respect to the foregoing, whether formal or informal, the determination of any Cure Amount, or otherwise related to or in connection with the assumption, assignment or transfer of any of the Assigned Contracts to the Buyer is hereby overruled on the merits or otherwise treated as set forth in paragraph 3 below. Those non-Debtor parties to Assigned Contracts who did not object to the assumption, assignment or transfer of their applicable Assigned Contract, or to their applicable Cure Amount, are deemed to have consented thereto for all purposes to the assumption and assignment of such Assigned Contract pursuant to this Sale Order.

EE. Pursuant to Section 5.8 of the Asset Purchase Agreement, the Buyer shall maintain certain rights to modify the list of the Assigned Contracts, after the date of this Sale Order as set forth in such Section. Such modification rights include, but are not limited to, the right of

the Buyer, prior to the Closing Date, to designate a Contract for assumption by the Debtors and assignment to the Buyer as well as the right of the Buyer to re-designate any Assigned Contract as an Excluded Contract, in the event that this Court determines a Cure Amount for such Assigned Contract in an amount unacceptable to the Buyer. The Buyer would not have agreed to the Transactions without such modification rights.

FF. The notice and opportunity to object provided to Counterparties to such Assigned Contracts and to other parties in interest, as set forth in the Assumption and Assignment Procedures contained in the Bidding Procedures Order, fairly and reasonably protects any rights that such counterparties and other parties in interest may have with respect to such Contracts.

Compelling Circumstances for an Immediate Sale

GG. To preserve the value of the Purchased Assets and maximize the value of the Debtors' estates, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale. The Court expressly finds that there is no just reason for delay in the implementation of this Sale Order. Accordingly, there is sufficient cause to waive the stay provided in the Bankruptcy Rules 6004(h) and 6006(d).

HH. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the proposed transfer of the Purchased Assets to the Buyer constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their estates, and their creditors, and should be approved.

II. The consummation of the Transactions is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105, 363 and 365 of the Bankruptcy Code, and all of the applicable requirements of such Sections have been complied with in respect of the Transactions.

JJ. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for any of the Debtors, as it does not and does not propose to: (i) impair or

restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in Sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies or extend debt maturities.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Transactions contemplated by the Asset Purchase Agreement and the Transaction Documents are approved, as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and Stalking Horse Order are incorporated herein by reference.

3. All objections to the Sale that have not been withdrawn, waived, resolved, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits with prejudice. All persons and entities who did not object or withdrew their objections to the Motion are deemed to have consented to the Sale and entry of this Sale Order pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of Asset Purchase Agreement; Binding Nature

4. The Asset Purchase Agreement and the other Transaction Documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. [Reserved.]

6. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code and any other applicable Law, and the Transactions may not be avoided, or costs or damages imposed or awarded, under Section 363(n) or any other provision of the Bankruptcy Code.

7. Pursuant to Sections 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate

the Sale and the other Transactions pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement and the Transaction Documents, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their respective obligations as contemplated by the Asset Purchase Agreement and the Transaction Documents, in each case without further notice to or order of this Court. The Transactions authorized herein shall be of full force and effect, regardless of any Debtor's lack or purported lack of good standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

8. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of any claim(s) (whether known or unknown) against any Debtor, any holders of Encumbrances of any kind or nature whatsoever against, in or on all or any portion of the Purchased Assets, all non-Debtor parties to the Assigned Contracts, the Buyer and all successors and assigns of the Buyer, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to cases under chapter 7 under the Bankruptcy Code of any of these Chapter 11 Cases.

Transfer of Purchased Assets Free and Clear of Encumbrances; Injunction

9. Pursuant to Sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets, including but not limited to the Assigned Contracts, to the Buyer on the Closing Date in accordance with the Asset Purchase Agreement and Transaction Documents. Upon and as of the Closing Date, such transfer shall constitute a legal, valid, binding, effective and full and complete general assignment, conveyance and transfer of such Purchased Assets transferring good and marketable and indefeasible title and interest in the Purchased Assets to the Buyer, and the Buyer shall take title to and possession of such Purchased Assets free and clear of all Encumbrances of any kind or nature whatsoever to the greatest extent permitted by applicable Law, except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities.

10. All such Encumbrances shall automatically attach solely to the proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their Estates may possess with respect thereto. This Sale Order shall be effective as a determination that, on and as of the Closing, all Encumbrances of any kind or nature whatsoever (except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities) have to the greatest extent permitted by applicable Law been unconditionally released, discharged and terminated in, on or against the Purchased Assets. The provisions of this Sale Order authorizing and approving the transfer of the Purchased Assets free and clear of all Encumbrances shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Sale Order.

11. Except as expressly permitted by the Asset Purchase Agreement or this Sale Order, all Persons and entities holding Encumbrances of any kind or nature whatsoever (other than the Permitted Encumbrances and Assumed Liabilities) are hereby forever barred, estopped and permanently enjoined from asserting their respective Encumbrances against the Buyer, any of their respective Affiliates and subsidiaries, and any of their respective Representatives, and each of their respective Purchased Assets and assets, including, without limitation, the Purchased Assets. On and after the Closing Date, to the extent the holder of an Encumbrance of which the Purchased Assets are free and clear pursuant to the terms hereof does not comply with paragraph 12 of this Sale Order, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Encumbrance to release, discharge and terminate such Encumbrances in, on and against the Purchased Assets as provided for herein, as such Encumbrances may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, to the extent the holder of an Encumbrance (as to which the Purchased Assets are being sold free and clear of pursuant to the terms hereof) does not comply with paragraph 12 of this Sale Order, the Buyer shall be authorized to file termination statements

or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect or otherwise notice any Encumbrance that is extinguished or otherwise released pursuant to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code for the Buyer to file, in accordance with the terms of this Sale Order, UCC termination statements with respect to all security interests in or liens on the Purchased Assets.

12. Other than as specifically provided for in the Asset Purchase Agreement or in this Sale Order, the transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement and Transaction Documents does not require any consents other than specifically provided for in the Asset Purchase Agreement.

13. On and after the Closing, the Persons holding an Encumbrance (as to which the Purchased Assets are being sold free and clear of pursuant to the terms hereof) other than a Permitted Encumbrance or an Assumed Liability, hereby are required to execute such documents and take all other actions as may be reasonably necessary to release their respective Encumbrances in the Purchased Assets, as such Encumbrances may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county or other jurisdiction in which any Debtor is incorporated or has real or personal Purchased Assets, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be sufficient to release, discharge and terminate any of the Encumbrances as to which the Purchased Assets are being sold free and clear of pursuant to the terms hereof, as set forth in this Sale Order as of the Closing Date. All Persons and entities that are in possession of any portion of the Purchased Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

14. This Sale Order is and shall be binding upon and govern the acts of all Persons and entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, and secretaries of state, federal and local officials) who may be

required by operation of law, the duties of their office, or contract to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing Persons and entities shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge and terminate any of the Encumbrances as to which the Purchased Assets are being sold free and clear of pursuant to the terms hereof, or to otherwise consummate the Transactions contemplated by this Sale Order, the Asset Purchase Agreement or any Transaction Document.

Assigned Contracts; Cure Payments

15. Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, and assignment and transfer to the Buyer of the Assigned Contracts are hereby authorized and approved in full subject to the terms set forth below. The Buyer shall, on or prior to the Closing (or as soon thereafter as reasonably practicable), pay the Cure Amounts (or in the case of a dispute, the disputed amount escrowed with the Escrow Agent pursuant to an escrow arrangement reasonably acceptable to Sellers and Buyer) and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the Debtors and assigned to the Buyer as applicable, on the Closing Date in accordance with this Sale Order, the Asset Purchase Agreement, and the Transaction Documents.

16. Upon and as of the Closing, the Debtors are authorized and empowered to, and shall, assume, assign and/or transfer each of the Assigned Contracts to the Buyer free and clear of all Encumbrances, except as expressly set forth in the Asset Purchase Agreement with respect to the Permitted Encumbrances and Assumed Liabilities. The payment of the applicable Cure Amounts (if any), or the later payment of such counterparty after the Court's resolution of any dispute regarding the Cure Amount, shall, pursuant to Section 365 of the Bankruptcy Code and other applicable Law, (i) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing and (ii) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default.

Accordingly, on and as of the Closing Date, other than such payment, none of the Debtors nor the Buyer, shall have any further liabilities or obligations to the non-Debtor parties to the Assigned Contracts with respect to, and the non-Debtor parties to the Assigned Contracts shall be forever enjoined and barred from seeking, any additional amounts or claims (as defined in Section 101(5) of the Bankruptcy Code) as a result of any defaults that arose, accrued or were incurred at any time on or prior to the Closing. The Buyer has provided adequate assurance of future performance under the relevant Assigned Contracts within the meaning of Sections 365(b) and (f) of the Bankruptcy Code and in accordance with the Bidding Procedures to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Upon the payment of the applicable Cure Amount, the Assigned Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Assigned Contracts as of the Closing Date, including any event or condition that, with the passage of time or giving of notice, or both, would constitute such a default.

17. To the extent any provision in any Assigned Contract assumed and assigned pursuant to this Sale Order (including, without limitation, any "change of control" provision) (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, such assumption or assignment, or (b) is modified, breached or terminated, or deemed modified, breached or terminated by any of the following: (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of any Debtor at any time before the closing of these Chapter 11 Cases, (iii) any Debtor's assumption or assumption and assignment (as applicable) of such Assigned Contract, or (iv) the consummation of the Transactions, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict or condition such assumption or assignment, to modify or terminate such Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges

in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect pursuant to Sections 365(b), 365(e) and 365(f) of the Bankruptcy Code.

18. All requirements and conditions under Sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Upon the Closing, in accordance with Sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors in and under the Assigned Contracts, and each Assigned Contract shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts and, accordingly, the Debtors shall be relieved, pursuant to Section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

19. Except as provided in the Asset Purchase Agreement or this Sale Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities, and all holders of Claims with respect to any Assumed Liabilities are forever barred and estopped from asserting such Claims against the Debtors, their successors or assigns, their property, or their assets or estates.

20. The rights of the Buyer to modify the list of the Assigned Contracts after the date of this Sale Order as set forth in Section 5.8 (Assigned Contracts; Cure Costs) of the Asset Purchase Agreement, are hereby approved. Notwithstanding anything herein to the contrary and subject to the Asset Purchase Agreement, prior to Closing, the Buyer may, pursuant to the procedures set forth in the Asset Purchase Agreement, (i) add any Contract to the Assigned Contract Schedule at any time prior to the date that is to seven (7) Business Days prior to Closing, and thereby include such Contract in the definition of Assigned Contracts, and (ii) remove any Contract from Assigned Contract Schedule at any time prior to the date that is two (2) Business Days prior to the Closing Date, and thereby exclude such Contract from the definition of Assigned Contracts. Automatically

upon the elimination of any Contract as an Assigned Contract, such Contract will constitute an Excluded Contract and will not be assigned to the Buyer, and no Liabilities arising thereunder or relating thereto shall be assumed by the Buyer. Notwithstanding anything to the contrary herein, to the extent that any Contract listed on the Assigned Contract Schedule remains subject to a cure dispute or other dispute as to the assumption or assignment of such Contract as of the date of this Sale Order, the Buyer shall have the right, within one (1) Business Day of the determination of this Court of the Cure Amount with respect to such Contract, to re-designate such Contract as an Excluded Contract.

21. To the extent that any counterparty to an Assigned Contract did not object to its Cure Amount or the assumption and assignment of the Assigned Contract, such counterparty to the Assigned Contracts shall be deemed to have consented to such assumption and assignment under Section 365(c)(1)(B) of the Bankruptcy Code and the Buyer shall enjoy all the Debtors' rights, benefits and privileges under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

22. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors or the Buyer that any Assigned Contract is an executory contract or unexpired lease under Section 365 of the Bankruptcy Code.

23. The failure of the Debtors or the Buyer, as applicable, to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of its respective rights to enforce every term and condition of the Assigned Contracts.

24. Upon the establishment of the M&M Lien Reserve in an amount of $17.5 million (subject to reduction pursuant to paragraph 42), and the payment of Cure Amounts in respect of the RGGS Lease, no default shall exist under the RGGS Lease. The M&M Lien Reserve shall be used to satisfy valid, perfected mechanic's liens encumbering the real property leased to the Debtors pursuant to the RGGS Lease and securing claims against the Debtors (the "M&M Liens"),

subject to the Debtors' rights to contest such M&M Liens. The amount of the M&M Lien Reserve shall be fixed as the aggregate dollar amount of all claims asserted against the Debtors with respect to M&M Liens. The M&M Lien Reserve shall be utilized to pay M&M Liens; *provided that*, if an M&M Lien is successfully contested or otherwise satisfied by less than the full amount of the asserted claim giving rise to such M&M Lien, the difference between the relevant M&M Lien and the amount that had been included in the M&M Lien Reserve for such M&M Lien shall be released to the Debtors. Nothing herein, including the establishment of the M&M Lien Reserve shall limit the ability of the Debtors or any other party in interest from contesting, challenging the amount of, or seeking avoidance of an M&M Lien or any claims associated therewith.

25. All valid liens against any of the Debtors, including any valid M&M Lien that is also asserted against property of the Debtors and is not otherwise satisfied through the M&M Lien Reserve, automatically shall attach and be deemed perfected in any amounts in the M&M Lien Reserve that are not used to satisfy M&M Liens, with the same validity, priority, force and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their Estates may possess with respect thereto.

Additional Injunction; No Successor Liability

26. Effective upon the Closing Date and except as expressly set forth in the Asset Purchase Agreement and the Transaction Documents with respect to the Permitted Encumbrances and Assumed Liabilities, all Persons and entities are forever prohibited and permanently enjoined from (a) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral or other proceeding), to collect, recover or offset any Encumbrance of which the Purchased Assets are sold free and clear; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to an Encumbrance, (c) creating, perfecting or enforcing any Encumbrance, or (d) asserting any setoff (except for setoffs validly exercised before the Closing) or right of subrogation of any kind with respect to an Encumbrance, in each case as against the

Buyer, any of its Affiliates or subsidiaries, or any of their respective Representatives, or any of their respective Purchased Assets or assets, including the Purchased Assets.

27. The Transactions contemplated by the Asset Purchase Agreement and the Transaction Documents do not cause there to be, and there is not (a) a consolidation, merger, or *de facto* merger of the Buyer, on the one hand, with or into the Debtors or the Debtors' estates, on the other hand, or vice versa; (b) a substantial continuity between the Buyer, on the one hand, and the Debtors or the Debtors' estates, on the other hand, (c) a common identity between the Buyer, on the one hand, and the Debtors or the Debtors' estates, on the other hand, or (d) a mere continuation of the Debtors or their estates, on the one hand, with the Buyer, on the other hand.

28. Except to the extent expressly set forth in the Asset Purchase Agreement, including with respect to the Permitted Encumbrances and Assumed Liabilities, the transfer of the Purchased Assets, including, without limitation, the assumption, assignment and transfer of any Assigned Contract, to the Buyer shall to not cause or result in, or be deemed to cause or result in, the Buyer, any of its Affiliates or subsidiaries, or any of their respective Representatives, having any liability, obligation, or responsibility for, or any Purchased Assets being subject to or being recourse for, any Encumbrance arising prior to the Closing whatsoever, whether arising under any doctrines of successor, transferee or vicarious liability, breach of fiduciary duty, aiding or abetting breach of fiduciary duty or otherwise, whether at Law or in equity, directly or indirectly, and whether by payment, setoff (except for setoffs validly exercised before the Closing), or otherwise.

29. For the avoidance of doubt, notwithstanding the consummation of the Transactions and the employment by the Buyer of certain Persons previously employed by the Debtors, (a) except as set forth in the Asset Purchase Agreement, the Buyer shall not have any obligations or liabilities to any employee of the Debtors or in respect of any employee benefits owing to any employee of the Debtors by the Debtors or by any plan or program administered by the Debtors or for the benefit of the Debtors' employees, and (b) any obligations of the Buyer to any such Person shall be expressly limited to (i) those obligations expressly agreed upon by the Buyer with such

Person, and (ii) those obligations explicitly assumed by the Buyer under the Asset Purchase Agreement.

Good Faith

30. The Transactions contemplated by this Sale Order, the Asset Purchase Agreement and Transaction Documents are undertaken by the Buyer without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and other Transactions shall not alter, affect, limit, or otherwise impair the validity of the Sale or such other Transactions (including the assumption, assignment and/or transfer of the Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. Each of the Buyer Parties is a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges and protections of Section 363(m) of the Bankruptcy Code.

31. Neither the Debtors nor the Buyer have engaged in any action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and the Sale may not be avoided, and costs and damages may not be imposed, under section 363(n) of the Bankruptcy Code.

Other Provisions

32. Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order

divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

33. Further, nothing in this Sale Order or the Asset Purchase Agreement shall limit the United States Department of the Interior's rights to reclamation bonds or its ability to draw on such bonds issued to support applicable federal regulatory compliance obligations, and the United States' rights to setoff or recoupment are expressly preserved.

34. Notwithstanding anything to the contrary in this Order, the Asset Purchase Agreement, or any other document in connection with these Chapter 11 Cases—and until the earlier of (i) one year from the Closing Date and (ii) the date on which the Chapter 11 Cases are closed (but subject to any party's right to seek extensions of the requirements of this paragraph)—the Debtors shall be entitled to maintain access to all books and records (excluding, for the avoidance of doubt, any proprietary information of the Buyer) that may be potentially relevant to any post-closing wind-down process, including, without limitation, confirmation of any chapter 11 plan and any corresponding claims reconciliation and asset recovery process thereunder.

35. In settlement of *Small Mine Development, LLC's Objection to Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [ECF No. 552] (the "SMD Objection"), the *Pumpkin Hollow Mine Underground Development Contract*, between Small Mine Development, LLC ("SMD") and Nevada Copper, Inc., dated April 19, 2023 (the "SMD Contract") shall be deemed an Excluded Contract and shall not be assumed and assigned to the Buyer as part of the Sale, subject to the Buyer's right to modify the Assigned Contract Schedule pursuant to Section 5.8 of the Asset Purchase Agreement, and all rights of SMD to assert a claim against any of the Debtors with respect to the SMD Contract shall be fully preserved, notwithstanding anything to the contrary in the Bidding Procedures Order, the applicable Assumption Notice and this Sale Order. In the event that the Buyer exercises its right to modify the Assigned Contract Schedule after the date of this Sale Order to designate the SMD Contract as an Assigned Contract prior to the Designation Deadline, all objections raised by SMD in the SMD Objection, as well as the Debtors' and Buyer's defenses, counterclaims, and rights to otherwise

respond to such objections, shall be fully preserved and, if not resolved consensually, determined by the Court prior to assumption and assignment of the SMD Contract to the Buyer.

36. The contracts between Concord Resources Limited ("Concord") and Nevada Copper, Inc. listed on the Assumption Notices (the "Concord Contracts") shall be deemed Excluded Contracts and shall not be assumed and assigned to the Buyer as part of the Sale, subject to the Buyer's right to modify the Assigned Contract Schedule pursuant to Section 5.8 of the Asset Purchase Agreement, and all rights of Concord to assert a claim against any of the Debtors with respect to the Concord Contracts shall be fully preserved, notwithstanding anything to the contrary in the Bidding Procedures Order, the applicable Assumption Notice and this Sale Order. In the event that the Buyer exercises its right to modify the Assigned Contract Schedule after the date of this Sale Order to designate any Concord Contract as an Assigned Contract prior to the Designation Deadline, Concord's right to raise any objection as to assumption and assignment of such Concord Contract(s), as well as the Debtors' and Buyer's defenses, counterclaims, and rights to otherwise respond to such objections, shall be fully preserved and, if not resolved consensually, determined by the Court prior to assumption and assignment of the Concord Contract(s) to the Buyer; provided, that notwithstanding anything to the contrary in this order (including, without limitation, paragraph 43), Concord's liens and security interests in the APA Collateral (as defined in the WCF Intercreditor Agreement (as defined in the Final DIP Order)) automatically shall attach and be deemed perfected in any proceeds of the APA Collateral received by the Debtors in the Sale Transaction with the same validity, priority, extent, force and effect as in existence as of this date, subject to any claims and defenses the Debtors and their Estates may possess with respect thereto; provided, further, that the Debtors commit to work in good faith with Concord to resolve any dispute regarding the characterization of any of the APA Collateral as Purchased Assets and the proceeds related thereto with recourse to this Court available to the extent any such dispute cannot be resolved, provided further, that for the avoidance of doubt, upon closing of the Sale, the Buyer shall own the Purchased Assets free and clear of any claims, liens, and security interests of Concord.

37. The Buyer is in continued discussions with each of Epiroc Financial Solutions USA, LLC ("Epiroc"), Caterpillar Financial Services Corporation ("CFSC"), Sierra Pacific Power Company d/b/a NV Energy ("NV Energy") and Cashman Equipment Company ("Cashman", and collectively with Epiroc, CFSC and NV Energy, the "Deferred Objectors")) regarding issues related to the assumption of the respective executory contracts of each Deferred Objector (the "Deferred Contracts"). Pending such resolutions, the following objection shall be adjourned solely as they related to the assumption and assignment of the Deferred Contracts: (i) Epiroc [ECF Nos. 551, 700], CFSC [ECF Nos. 547, 717], NV Energy [556, 652, 711] and Cashman [ECF No. 648, 715] (each a "Deferred Objection"). The Deferred Objections, as well as the Debtors' and Buyer's rights to respond to the Deferred Objections, shall be fully preserved and upon the designation of a Deferred Contract as an Assigned Contract, the applicable Deferred Objection, if not resolved consensually, shall be determined by the Court prior to assumption and assignment of the contract(s) to the Buyer.

38. Notwithstanding anything to the contrary in this Sale Order, or any notice related thereto, the Employee Benefits Agreements (as defined in the *Objection of Cigna to Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 528] ("Cigna Objection") shall be assumed and assigned to the Buyer as of the Closing Date, and, in lieu of cure, all obligations due and unpaid under the Employee Benefits Agreements accruing before the Closing Date shall pass through to Buyer and survive assumption and assignment so that nothing in this Sale Order or 11 U.S.C. §365 shall affect such obligations. This fully resolves the Cigna Objection.

39. Notwithstanding anything to the contrary in the APA or in this Sale Order, on the Closing Date, the Debtors shall, and are hereby authorized and directed to, pay, or cause to be paid by the Buyer at Closing, in full in cash any and all outstanding DIP Obligations (including, without limitation, interest, fees and expenses) and all other amounts owing under the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Liens, Including Senior Secured Priming Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash*

Collateral; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief [ECF No. 385] (the "Final DIP Order") and the DIP Loan Documents (as defined in the Final DIP Order) in accordance with payoff letters to be provided by the DIP Agent to the Debtors, which shall be reasonably satisfactory to the Debtors, with copies to the Committee, prior to the Closing; *provided*, that for the avoidance of doubt and notwithstanding anything to the contrary in this Order, the Buyer has no liability or obligation with respect to the DIP Obligations; *provided, further* that the DIP Agent shall reasonably cooperate with the Debtors and the Buyer to evidence the release, as of the Closing Date of all liens recorded to secure the DIP Obligations. Solely upon receipt by the DIP Agent (or such other parties entitled to receive payments on account of the DIP Obligations) of the indefeasible payment in full in cash of all DIP Obligations, all ongoing commitments under the DIP Credit Agreement shall be canceled and terminated. The DIP Agent is hereby authorized to distribute the amount received by the DIP Agent, which amount shall be deemed indefeasible, to the DIP Lenders in accordance with the terms of the DIP Loan Documents.

40. Notwithstanding anything to the contrary in this Order, the Asset Purchase Agreement, or any other filings or documents in connection therewith, Purchased Assets shall include any claim, right or cause of action of any of the Sellers arising under sections 544(b), 547, 548, 549 or 553(b) of the Bankruptcy Code and any analogous state law claims, including any proceeds thereof (collectively, the "Avoidance Actions"); *provided, however*, that neither the Buyer, nor any Person claiming by, through or on behalf of the Buyer (including, but not limited to, by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence an action based on, assert, sell, convey, assign or file any claim that relates to, or otherwise seeks recovery on account of, the Avoidance Actions; *provided further* that nothing in this paragraph shall effect the transfer of, and the Debtors shall retain, any and all Avoidance Actions (i) to contest, challenge the amount of, or seek avoidance of any M&M Lien and (ii) against Trisura Insurance Company and Trisura Guarantee Insurance Company.

41. The Buyer is in continued discussions with Triple Flag USA Royalties Ltd. ("Triple Flag") regarding the form of confirmation and assumption of royalty agreements related to the Purchased Assets. Pending the resolution of these discussions the *Reservation of Rights of Triple Flag USA Royalties Ltd. And Triple Flag Mining Finance Bermuda Ltd. Regarding Sale and First Supplemental Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [ECF No. 677] (the "Triple Flag Reservation") shall be adjourned and Triple Flag's rights under the Triple Flag Reservation as well as the Debtors' and Buyers' rights to respond to the Triple Flag Reservation shall be fully preserved until such time that the parties request a determination by the Court.

42. Notwithstanding any other provision in this Sale Order or Asset Purchase Agreement, in resolution of the objections [ECF Nos. 559, 703, 704] (the "RAM Objections") of RAM Enterprises, Inc. ("RAM"), the Debtors shall within three Business Days of the Closing, at their sole election, either (i) pay to RAM the amount of $3,926,398.29 (the "RAM Lump Sum Amount"), with any additional claims or amounts asserted by RAM receiving such treatment and rights to the M&M Lien Reserve as all other holders of M&M Liens as set forth in paragraphs 24 and 25 of this Sale Order (the "RAM Lump Sum Option") or (ii) establish a reserve in a segregated, interest-bearing account in the amount of $4,986,525.83 (the "RAM Lien Reserve Amount") for the exclusive benefit of RAM only, with any and all amounts claimed or asserted by RAM attaching and being subject thereto, on the terms provided for in this paragraph (the "RAM Lien Reserve"). The RAM Lien Reserve, if established, shall be maintained until such time as the validity, amount and perfection of the liens securing RAM's claims (the "RAM Liens") are determined by agreement between RAM and the Debtors or, if a challenge to the RAM Liens is commenced and not otherwise consensually resolved, by this Court; *provided that*, if the RAM Liens or the claims secured thereby are successfully contested or otherwise satisfied by less than the full amount in the RAM Lien Reserve, the remaining amount shall be released to the Debtors, and shall be subject to the liens of secured parties in the relative order of priority attributable to other proceeds of the Sale. Nothing herein, including the establishment of the RAM Lien Reserve,

shall limit the ability of the Debtors or any other party in interest to contest the validity, perfection or amount of the RAM Liens or any claims associated therewith, *provided that* objections to the priority of the RAM Liens with respect to the RAM Lien Reserve are neither preserved nor subject to litigation. Specifically, if RAM is determined by this Court to have a valid and perfected mechanic's lien in a specific amount, then RAM will be paid the Court-determined amount from the RAM Lien Reserve regardless of whether the RAM Liens would be junior to other prepetition secured claims. The date by which any party shall commence a challenge to the RAM Liens shall be November 15, 2024 (subject to extension with the written consent of RAM), and if such a challenge is commenced, the Debtors and RAM agree to work cooperatively in good faith to ensure any challenge to the RAM Liens is resolved promptly, efficiently and in a cost-effective manner. If the Debtors elect the RAM Lump Sum Option, the Debtors and RAM may agree to a release of all additional claims and amounts asserted by RAM upon the execution of mutual releases without filing a motion or obtaining an order under Bankruptcy Rule 9019 or any other further order of the Court. The amount of the M&M Lien Reserve shall be reduced by (i) the amount of the RAM Lump Sum Amount if the Debtors elect the RAM Lump Sum Option, or (ii) the amount of the RAM Lien Reserve Amount if the Debtors elect to establish the RAM Lien Reserve. For the avoidance of doubt, upon the Closing of the Sale, the Buyer shall own the Purchased Assets free and clear of any claims, liens, and security interests of RAM, and such claims, liens and security interests will attach to the RAM Lien Reserve with the same validity, perfection, priority, force and effect as immediately prior to consummation of the Sale as against the Purchased Assets, and subject to any claims or defenses of the Debtors as limited by this paragraph. To the extent any other provisions of the Sale Order and/or Asset Purchase Agreement and this paragraph conflict as to the RAM Liens, this paragraph shall control.

43. The allocation of (a) consideration received by the Debtor from the Buyer and (b) the Purchased Assets, Assumed Liabilities, and Assigned Contracts by the Buyer among its Affiliates, subsidiaries, designees, assignees, and/or successors shall be determined by, consistent with, and subject to the terms and conditions set forth in the Asset Purchase Agreement.

44. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which any such Chapter 11 Case may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

45. Pursuant to Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and other Transactions immediately upon entry of this Sale Order.

46. Nothing in this Sale Order shall modify or waive any closing conditions, post-closing covenants or termination rights in Articles VIII, IX, XI, and XII of the Asset Purchase Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

47. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Transactions.

48. All payment or reimbursement obligations of the Debtors owed to the Buyer pursuant to the Asset Purchase Agreement or the Transaction Documents shall be paid solely in accordance with the terms thereof and in the manner provided therein, without further notice to or order of this Court. All such obligations shall constitute allowed administrative claims against the Debtors in accordance with the Asset Purchase Agreement, with administrative expense priority under Sections 503(b) and 507(a)(2) of the Bankruptcy Code. Until satisfied in full in cash, all such obligations shall continue to have the protections provided in this Sale Order, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtors. Pursuant to Section 1107(a) of the Bankruptcy Code, the Debtors, in their capacity as debtors-in-possession in the Chapter 11 Cases, are the "trustee" of the Debtors' estates for purposes of state,

local, or municipal law or regulation applicable to the transfer of any License to the Buyer. The Debtors' officers shall be authorized to, and hereby have the authority to, execute, on behalf of the Debtors and all other current holders of the Licenses (if any), all documents and forms required by any applicable authorities, to transfer the Licenses to the Buyer, subject to approval by such authorities, as applicable. The Buyer or the Debtors' officers are further authorized to submit a copy of this Sale Order with any such transfer application to establish such authority for purposes of any state, local, municipal law or regulation applicable to the transfer of any License to the Buyer. All existing Licenses applicable to the business shall remain in place for Buyer's benefit until either new Licenses are obtained or existing Licenses are transferred in accordance with applicable administrative procedures. The Debtors shall reasonably cooperate with the Buyers prior to Closing in connection with Buyer's efforts to transfer or obtain new Licenses.

49. To the extent provided by Section 525 of the Bankruptcy Code, no Governmental Authority may deny, revoke, suspend, or refuse to renew any permit, license, registration, governmental authorization or approval or similar grant (each a "License") relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Buyer on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Transactions contemplated by the Asset Purchase Agreement and the Transaction Documents. To the extent provided for in the Asset Purchase Agreement the Buyer shall be authorized, as of the Closing to operate under any License of the Debtors with respect to the Purchased Assets and, to the extent provided for in the Asset Purchase Agreement and the Transaction Documents, all such Licenses are deemed to have been, and are hereby directed to be, transferred to the Buyer as of the Closing.

50. As of the Closing Date, the Debtors are authorized to (i) change the name of each Debtor to a name that was not included as part of the Purchased Assets and (ii) submit an order to this Court under certification of counsel changing the caption of these Chapter 11 Cases to reflect the new corporate names.

51. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it

being the intent of this Court that the Asset Purchase Agreement be authorized and approved in their entirety.

52. The Asset Purchase Agreement and Transaction Documents may be modified, amended or supplemented in a writing signed by the parties thereto and in accordance with the terms thereof, without further notice to or order of this Court, provided that any such modification, amendment or supplement shall not have a material adverse effect on the Debtors' estates unless approved by order of this Court.

53. For the avoidance of doubt, nothing in this Sale Order shall constitute, pursuant to 1146(a), the grant of a tax exemption under a plan confirmed under Section 1129 or 1191 of the Bankruptcy Code.

54. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Asset Purchase Agreement, the Transaction Documents, and any amendments thereto and any waivers and consents given thereunder, (ii) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, (iii) compel delivery of the Purchased Assets to the Buyer; (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, and (iv) enter any orders under Sections 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

55. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

56. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby vacated, modified, and terminated with respect to the Debtors to the extent necessary, without further order of the Court, (i) to allow the Buyer to give the Debtors any notice provided for in the Asset Purchase Agreement, (ii) to allow the Buyer to take any and all actions permitted by the Asset Purchase Agreement in accordance with the terms and conditions thereof, including, without limitation, effectuating the Sale and the other transactions contemplated by the Asset Purchase Agreement and (iii) to otherwise implement the terms and provisions of the Asset Purchase

Agreement and this Sale Order. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of the Asset Purchase Agreement and this Sale Order, and this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

57. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern. To the extent there are any inconsistencies between the terms of this Sale Order or the Bidding Procedures Order, on the one hand, and the Asset Purchase Agreement or any Transaction Document, on the other hand, the terms of this Sale Order and the Bidding Procedures Order shall govern, as applicable.

IT IS SO ORDERED

[*Remainder of Page Intentionally Left Blank*]

In accordance with LR 9021, counsel submitting this **ORDER (I) APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL ENCUMBRANCES, AND INTERESTS, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF** certifies that the order accurately reflects the court's ruling and that (check one):

☐ The Court has waived the requirement set forth in LR 9021(b)(1).

☐ No party appeared at the hearing or filed an objection to the motion.

☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document].

Joseph E. Szydlo, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for DIP Lenders

Brett Axelrod, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for the Official Committee of Unsecured Creditors

Steven Scow, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Cashman Equipment

Emily Yaron, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for RAM Enterprises, Inc.

Kyler Burgi, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Triple Flag USA Royalties, Ltd.

Roberto Kampfner, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Concord Resources Limited

Jeffrey Hartman, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for RGGS Land & Minerals Ltd., L.P.

Nathan Kanute, Esq.
Attorneys for Caterpillar Financial Services Corp. **APPROVED** / ~~DISAPPROVED~~

Jeremy Duke, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Sierra Pacific Power Company d/b/a NV Energy

Robert Berens, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Trisura

Steven Ostrow, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Epiroc

Jeffrey Wisler, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Cigna

Rew Goodnow, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for KfW

Asif Attarwala, Esq. **APPROVED** / ~~DISAPPROVED~~
Attorneys for Southwest Critical Materials LLC

☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

Prepared and submitted by:

McDONALD CARANO LLP

/s/ Ryan J. Works
Ryan J. Works (NSBN 9224)
Amanda M. Perach (NSBN 12399)
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102

ALLEN OVERY SHEARMAN STERLING US LLP
Fredric Sosnick (NYSBN 2472488) (admitted *pro hac vice*)
Sara Coelho (NYSBN 4530267) (admitted *pro hac vice*)
599 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Asset Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

by and among

Nevada Copper Corp.

and

Nevada Copper, Inc.

(the "Sellers")

and

Southwest Critical Materials LLC

(the "Buyer")

August 9, 2024

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EXHIBITS AND SCHEDULES

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Annex I	–	Bidding Procedures

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into this 9th day of August, 2024 (the "**Execution Date**"), by and among Nevada Copper, Inc., a Nevada corporation ("**NCI**"), and Nevada Copper Corp., a corporation organized in British Columbia ("**NCU**", and each of NCU and NCI, a "**Seller**"), and Southwest Critical Materials LLC, a Delaware limited liability company (the "**Buyer**"). The Buyer and the Sellers may be referred to herein collectively as the "**Parties**", or each individually as a "**Party**".

RECITALS

A. On June 10, 2024 (the "**Petition Date**"), NCI and NCU, together with their affiliated debtors and debtors in possession (collectively, the "**Debtors**"), filed voluntary petitions for relief, commencing cases (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Nevada.

B. On June 21, 2024, on the application of NCI, the Superior Court of Justice (Commercial List) of Ontario granted an order, *inter alia*, recognizing the Chapter 11 Cases as a "foreign main proceeding" as defined in section 45 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") and appointing NCI as the "foreign representative" of the Debtors also as defined in s. 45 of the CCAA.

C. The Sellers have been engaged, directly or indirectly, in the business of (i) developing the Pumpkin Hollow project, located approximately eight miles southeast of Yerington, Nevada, which includes Owned Real Property, Leased Real Property and unpatented mining claims (the "**Project Site**"), (ii) mining and extracting Minerals from the Project Site, including an underground mine, and (iii) operating a processing plant that refines copper ore into copper concentrate (collectively, the "**Business**").

D. The Sellers continue to be in possession of their assets and are authorized under the Bankruptcy Code to continue operation of the Business as debtors-in-possession.

E. The Sellers desire to sell and the Buyer desires to purchase all of the Sellers' right, title and interest in and to the Purchased Assets upon the terms and conditions set forth in this Agreement.

F. Upon the terms and conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement (collectively, the "**Transactions**") by way of a sale of the Purchased Assets in accordance with Section 363 of the Bankruptcy Code.

G. The execution and delivery of this Agreement and the Parties' ability to consummate the Transactions are subject to, among other things, the entry of the Sale Order.

AGREEMENT

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND REFERENCES

1.1 Definitions. Capitalized terms used throughout this Agreement, including the Recitals above, shall have the meaning ascribed to them in this Section 1.1:

"**Accounting Referee**" means a nationally recognized accounting firm mutually agreed upon by the Parties, provided that, prior to the appointment of any Accounting Referee, each Party will certify in writing to the other Party that such Accounting Referee has neither performed any work for such Party or its Affiliates nor been an officer, director or employee of such Party or any of its Affiliates within the preceding five-year period.

"**Accounts Receivable**" means (a) any right to payment for goods sold, leased or licensed or for services rendered, whether or not it has been earned by performance, whether billed or unbilled, and whether or not it is evidenced by any Contract; (b) any note receivable; or (c) any other receivable or right to payment of any nature.

"**Affiliate**" means, with respect to any Party, any other Person that directly or indirectly (through one or more intermediaries or otherwise) Controls, is Controlled by, or is under common Control with such Party.

"**Agreement**" has the meaning specified in the introductory paragraph of this Agreement and includes the Exhibits and Schedules attached hereto.

"**Allocation**" has the meaning specified in Section 2.7.

"**Antitrust Division**" has the meaning specified in Section 5.7.1.

"**Antitrust Laws**" has the meaning set forth in Section 5.7.2.

"**Applicable Contracts**" means all of the Sellers' Contracts that were executory on the Petition Date and are unexpired as of the Closing Date.

"**Assigned Contracts**" means the Applicable Contracts and Leases assigned to and assumed by the Buyer pursuant to Section 5.8.

"**Assumed Liabilities**" means the following Liabilities, in each case, excluding any and all Excluded Liabilities:

(a) all Liabilities of any kind or character to the extent arising out of, relating to or resulting from the use, operation, possession or ownership of or interest in the Purchased Assets and the Business from and after the Closing Date;

(b) any Cure Costs that are required to be paid by the Buyer pursuant to Section 5.8;

(c) all Liabilities of the Sellers to the extent arising out of, relating to or resulting from the Assigned Contracts from and after the Closing Date;

(d) all Liabilities imposed under applicable Laws to the extent arising out of, relating to or resulting from (i) the Transferred Permits or (ii) any mine operation or safety compliance matters related to the condition of the Purchased Assets or the mining areas of the Business, in the case of each of the immediately preceding clauses (i) and (ii), from and after the Closing Date;

(e) all Environmental Liabilities, to the extent arising out of, relating to or resulting from the Purchased Assets or the Business from and after the Closing Date, and resulting from (i) the Purchased Assets' or the Business's compliance with Environmental Laws or (ii) Releases or threatened Releases of, or exposure to, Hazardous Materials, in the case of each of the immediately preceding clauses (i) and (ii), to the extent first occurring from and after the Closing Date, or in the case of noncompliance, Release, threatened Release, or exposure that occurs prior to the Closing Date and continues after the Closing Date, to the extent continuing from and after a date that is one (1) year from the Closing Date;

(f) all Liabilities arising from and after the Closing Date under all Laws to the extent arising out of, relating to or resulting from the Reclamation Liabilities of the Business or the Purchased Assets;

(g) all Liabilities for (i) Transfer Taxes and (ii) Assumed Non-Income Taxes;

(h) all Trade Payables to the extent related to the Assigned Contracts and incurred or accrued from and after the Closing Date;

(i) all Liabilities that arise from and after the Closing Date with respect to the Offered Employees who accept and commence employment with Buyer following the Closing Date (the "**Transferred Employees**"), which, for the avoidance of doubt shall, exclude any and all liability with respect to the WARN Act that arises before the Closing Date;

(j) all Liabilities arising from and after the Closing Date under the Employee Plans set forth on Schedule 3.15(a) and denoted as "**Assumed Plans**";

(k) all Liabilities arising on, or in connection with the occurrence of, the Closing Date with respect to the Offered Employees, which, for the avoidance of doubt shall, exclude any and all liability with respect to the WARN Act that arises before the Closing Date or, with respect to any Offered Employee that does not become a Transferred Employee, on or after the Closing Date;

(l) all KERP/KEIP Obligations;

(m) all Liabilities, arising on or after the Closing from or in connection with any costs of litigation incurred from and after the Closing Date in respect of the Purchased Assets described in clause (k) of the definition of Purchased Assets, if any;

(n) all other Liabilities arising from and after the Closing Date arising out of, relating to or resulting from the Project Site;

(o) any and all royalties and other obligations that run with the Purchased Real Property and arise after the Closing Date under the Contracts set forth on Schedule 1.1(k) (and the Buyer acknowledges that the Contracts set forth on Schedule 1.1(k) run with the Purchased Real Property); and

(p) all Liabilities to the extent specifically listed on Schedule 1.1(a).

"**Assumed Non-Income Taxes**" means any Non-Income Taxes that are allocated to the Buyer pursuant to Section 5.3.

"**Auction**" means the auction for the sale of the Purchased Assets, if any, to be conducted in accordance with the Bidding Procedures.

"**Avoidance Actions**" means all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof.

"**Backup Bidder**" means the bidder for the Purchased Assets with the next-highest or otherwise second-best bid for the Purchased Assets as determined in accordance with the Bidding Procedures.

"**Bankruptcy Code**" has the meaning specified in the Recitals.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Nevada, and, if and to the extent that the reference under section 157 of title 28 of the United States Code has been withdrawn or it is determined that the United States Bankruptcy Court does not have the authority to enter final orders with respect to an applicable matter, the United States District Court for the District of Nevada.

"**Bidding Procedures**" means the Bidding Procedures attached to the Bidding Procedures Order as Exhibit A.

"**Bidding Procedures Order**" means the *Order (I) Approving Auction and Bidding, Noticing, and Assumption and Assignment Procedures; (II) Scheduling Certain Dates and Deadlines with Respect Thereto; (III) Approving Form Notice to be Provided to Interested Parties; and (IV) Granting Related Relief* [ECF No. 434], entered by the Bankruptcy Court on July 22, 2024, approving the Bidding Procedures, as such order may be amended, supplemented or modified from time to time with the consent of the Buyer (such consent not to be unreasonably withheld).

"**Break-Up Fee**" has the meaning specified in Section 12.2.9(b).

"**Business**" has the meaning specified in the Recitals.

"**Business Day**" means any day other than Saturday or Sunday or a day on which banking institutions are required by Law to close in: Yerington, Nevada; New York, New York; Vancouver, British Columbia; or Toronto, Ontario.

"**Business Employees**" means all current and former employees of the Sellers that primarily provide services to the Business.

"**Buyer**" has the meaning specified in the preamble.

"**Buyer Marks**" has the meaning specified in Section 11.2.

"**Canadian Court**" means the Superior Court of Justice (Commercial List) of Ontario.

"**Canadian Recognition Proceedings**" means the proceedings commenced in the Canadian Court pursuant to Part IV of the CCAA and bearing Court File No. CV-24-00722252-00CL.

"**Canadian Recognition Sale Order**" means an Order of the Canadian Court, recognizing the Sale Order, that is in the form attached as Exhibit C, together with any modifications, amendments, or supplements acceptable to the Buyer.

"**Canadian Stalking Horse Order**" has the meaning specified in Section 7.4.

"CCAA" has the meaning specified in the Recitals.

"**CERCLA**" means the Comprehensive Environmental Response Compensation, and Liability Act, including the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

"**CFIUS**" means the Committee on Foreign Investment in the United States.

"**Chapter 11 Cases**" has the meaning specified in the Recitals.

"**Claim**" has the meaning given to such term in Section 101(5) of the Bankruptcy Code.

"**Clayton Act**" means the Clayton Antitrust Act of 1914, as amended.

"**Closing**" means the closing and consummation of the Transactions.

"**Closing Date**" has the meaning specified in Section 9.1.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the Internal Revenue Code of 1986, as amended, and any successor statute thereof.

"**Confidentiality Agreement**" means that certain Confidentiality Agreement, dated October 12, 2023, by and between NCU and an Affiliate of the Buyer.

"**Contract Assignment and Assumption Agreements**" means the Contract Assignment and Assumption Agreements for the Assigned Contracts in substantially the form attached hereto as Exhibit A-1.

"**Contracts**" means any contract, agreement, commitment, understanding, arrangement, promise or undertaking (including any indenture, note, bond or other evidence of indebtedness, lease, instrument, license, purchase order or other legally binding agreement), whether written or oral, that is not a Lease.

"**Control**" means the possession, directly or indirectly, of the power, directly or indirectly, to direct or cause the direction of the management or policies of the controlled Person, whether through the ownership of equity interests in or voting rights attributable to the equity interests in such Person, by contract or agency, by the general partner of a Person that is a partnership, or otherwise; and "**Controls**" and "**Controlled**" have meanings correlative thereto.

"**Core Samples**" means those subsurface geologic specimens that were extracted by the Sellers, their respective predecessors or Affiliates, or their respective contractors or agents, in connection with the Business for the purpose of geologic analysis and study.

"**Credit Agreements**" means (a) the Second Amended and Restated Credit Agreement dated as of October 28, 2022 among NCI, the financial institutions party thereto and KfW IPEX-Bank GmbH, as agent, (b) the Advance Payment Agreement dated as of May 6, 2019 between NCI and Concord Resources Limited, (c) Metals Purchase and Sale Agreement dated as of December 21, 2017 among NCI, NCU and its subsidiaries, as guarantors, and Triple Flag International Ltd., (d) the Third Amended and Restated Loan Agreement, dated as of December 21, 2023 among NCI, 0607792 B.C. Ltd., Lion Iron Corp., NC Farms LLC and NC Ditch Company LLC, as guarantors, the lenders party thereto and Pala Investments Limited, as agent, and (e) the Senior Secured Superpriority Term Loan Debtor in Possession Credit Agreement among NCI, each of the other debtors party thereto, the lenders party thereto and U.S. Bank Trust Company, National Association, as agent.

"**Cure Costs**" means monetary amounts that must be paid and obligations that otherwise must be satisfied under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code to cure any defaults in connection with the assumption and assignment of any Applicable Contract as set forth in the Cure Schedule.

"**Cure Schedule**" means the schedule of Cure Costs annexed to the *Notice of Proposed Assumption and Assignment of Certain Executory Contracts and Unexpired Leases*, filed on July 30, 2024 [ECF No. 469], as amended, modified or supplemented from time to time.

"**Debtors**" has the meaning specified in the Recitals.

"**Deferred Break-Up Fee Event**" has the meaning specified in Section 12.2.9(c).

"**Deposit**" has the meaning specified in Section 2.2.

"**Designation Deadline**" means: (i) with respect to the designation of any Applicable Contract as an Assigned Contract, 5:00 p.m. Pacific Time on the date that is seven (7) Business Days prior to the Closing Date; (ii) with respect to the designation of any Applicable Contract as an Excluded Contract, 5:00 p.m. Pacific Time on the date that is two (2) Business Days prior to the Closing Date; or (iii) in each case, such later date as the Buyer and the Sellers shall mutually agree and, if applicable, as the Bankruptcy Court may authorize.

"**DIP Obligations**" has the meaning given to such term in the Final DIP Order.

"**Dischargeable Environmental Liabilities**" means all Environmental Liabilities relating to the Business or Purchased Assets that are of a nature that under applicable Law may be discharged pursuant to 11 U.S.C. 1141(d).

"**Documents**" means all books, records, reports, files, personnel records, invoices, financial and management records, inventory records, product specifications, marketing, advertising and promotional materials, archives, photographs, work papers, title policies, surveys, maps, engineering plans, operating manuals, plans of operation, training manuals and records, maintenance manuals and records, quality control manuals and records, records and data relating to permits and regulatory filings, drill logs, mine plans, assays, metallurgical test work, Reclamation plans, and other similar documents and information, in each case, that relate to any Purchased Asset, including all data and other information stored in any format or media, including on hard drives, hard copy or other media.

"**Dollar**" means the United States of America dollar.

"**Easements**" means easements, surface leases, subsurface leases, permits, licenses, servitudes, rights-of-way and all other rights and appurtenances situated on or used in connection with the operation of the Purchased Assets.

"**Eligible Sale**" has the meaning specified in Section 12.2.9(b).

"**Employee Plan**" means (a) each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA (whether or not subject to ERISA) or any similar plan subject to laws of a jurisdiction outside of the United States); (b) each employment, consulting, advisor or other service agreement or arrangement; (c) each noncompetition, nondisclosure, nonsolicitation, severance, termination, pension, retirement, supplemental retirement, excess benefit, profit sharing, bonus, incentive, deferred compensation, retention, transaction, tax gross-up, equalization, change in control and similar plan, program, arrangement, agreement, policy or commitment; (d) each compensatory stock option, restricted stock, performance stock, stock appreciation, deferred stock, stock bonus or other equity or equity-based plan, program, arrangement, agreement, policy or commitment; and (e) each savings, life, health, disability, accident, medical, dental, vision, prescription, perquisites, cafeteria, insurance, flex spending, adoption/dependent/employee assistance, tuition, vacation, paid-time-off, other welfare fringe benefit and each other employee compensation or benefit plan, program or arrangement maintained, sponsored or

contributed to by the Sellers or under which the Sellers have any obligation or Liability, whether actual or contingent, direct or indirect, to provide compensation or benefits to or for the benefit of any Business Employees and any current or former officers, directors, independent contractors or consultants, or the spouses, beneficiaries or other dependents thereof, of the Business.

"**Encumbrance**" means any of the following, in each case, to the extent against or with respect to the Sellers, or in, on, or against, or with respect to any of the Purchased Assets: Liens, Claims, debts (as defined in section 101(12) of the Bankruptcy Code), any charges granted in the Canadian Recognition Proceedings, security interests (whether contractual, statutory, or otherwise), hypothecs, trusts or deemed trusts, obligations, liabilities, demands, guarantees, actions, suits, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, encumbrances, easements, options, restrictive covenants (in each case, other than with respect to any such obligations, restrictions, limitations, contractual commitments, rights or restrictive covenants that are the contractual terms of any Assigned Contract), rights of first offer or first refusal or other similar encumbrances or interests of any kind or nature whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether existing in Canada or the United States and whether imposed by Contract, applicable Law, equity or otherwise to the maximum extent permitted by Law.

"**Environmental Condition**" means a condition that causes the Purchased Assets (or the Sellers with respect to Purchased Assets) to be not in compliance with an Environmental Law or subject to an Environmental Liability.

"**Environmental Law**" means any Law, including common law, relating to the protection of human health and environment, including flora and fauna, health and safety, the management of Hazardous Materials, industrial hygiene, global warming, climate change, greenhouse emissions, and any Environmental Conditions on, in, at, under or about any of the Purchased Assets, including soil, sediment, groundwater, and indoor and ambient air conditions or the reporting or Remediation of environmental contamination and includes CERCLA; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including the Hazardous and Solid Waste Amendments Act of 1984, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Rivers and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; and any Mining or Mining Safety Law; as any of the foregoing may be amended, and any analogous state or local Law.

"**Environmental Liability**" means any Liability (a) resulting from or attributable to the actual or threatened Release of Hazardous Materials into the environment or resulting from or attributable to exposure to Hazardous Materials; (b) resulting from or attributable to the generation, manufacture, processing, distribution, use, treatment, storage, Release or threatened Release, transport or handling of Hazardous Materials; (c) otherwise arising under or related to Environmental Laws or the violation thereof; (d) resulting from or attributable to any Environmental Condition; or (e) relating to environmental matters associated with the surrender or transfer at any time of Permits.

"**Equipment and Fixed Assets**" means all equipment, fixed assets and tangible assets (including all vehicles, mobile mining equipment, supplies and spare parts, consumables, maintenance equipment, forklifts, tools and other warehouse equipment, samples (other than Core Samples), fixtures, leasehold improvements, loading and unloading machinery and equipment, crushing equipment, conveyors and other machinery and equipment, furniture, furnishings, office equipment, computers, information technology equipment, peripherals and cabling, telephone numbers, and laboratory and testing equipment), whether situated on the Purchased Real Property or elsewhere, and all of the Sellers' rights under warranties, indemnities, licenses and all similar rights against third parties with respect to the equipment, fixed assets and tangible assets referenced in the foregoing (to the extent such rights are assignable at no cost, expense or penalty to the Sellers or their Affiliates, or at the Buyer's election if the Buyer agrees to pay for such cost, expense or penalty).

"**Equity Commitment Letter**" has the meaning specified in Section 4.6(a).

"**Equity Financing**" has the meaning specified in Section 4.6(a).

"**Equity Investor**" has the meaning specified in Section 4.6(a).

"**ERISA**" means the Employee Retirement Income Security Act of 1974, and the regulations promulgated thereunder.

"**ERISA Affiliate**" means any Person (whether or not incorporated) which is (or at any relevant time was) a member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliated service group" with, the Sellers within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(i) of ERISA.

"**Escrow Agent**" means Ankura Trust Company, a New Hampshire State Chartered Trust Company.

"**Escrow Agreement**" means that certain Escrow Agreement to be entered into by and among the Buyer, the Sellers and Escrow Agent prior to the date of this Agreement in form and substance reasonably satisfactory to the Sellers, the Buyer and Escrow Agent.

"**Excluded Assets**" means all assets, properties and rights of any Seller not described or included in the definition of "Purchased Assets," including:

(a) all cash and cash equivalents;

(b) all Excluded Contracts;

(c) all Accounts Receivable (whether billed or unbilled), rebates, notes, chattel paper, and negotiable instruments of the Sellers;

(d) all intercompany accounts or notes receivable that are owing from any Seller or any of its Affiliates;

(e) all cash collateral, cash proceeds from letters of credit, bonds, and other collateral posted by or on behalf of the Sellers;

(f) all Contracts that are not Assigned Contracts and in any way related to providing financing to the Sellers or the Business on or prior to the Closing Date, including swaps, derivatives and other hedging transactions, but excluding capital leases (but excluding any leases classified as operating leases in accordance with GAAP), together with any Documents to the extent related to any such financing;

(g) except to the extent constituting a Purchased Asset, all rights and interests of the Sellers (i) under any policy or agreement of insurance or indemnity (including any rights, claims or causes of action of the Sellers against Third Parties under any influence or hold harmless agreements and any indemnities received in connection with the Sellers' prior acquisition of any of the Purchased Real Property), (ii) under any bond, letter of credit or guarantee or (iii) relating to existing claims and causes of action that may be asserted against a Third Party;

(h) all rights, claims, causes of action and credits (including any such item to the extent arising under any guarantee, warranty, indemnity, policy or agreement of insurance, or similar right in favor of a Seller) in each case to the extent not related to any Purchased Asset or Assumed Liability;

(i) any rights of setoff and recoupment and other defenses to any Claim asserted against any Seller in the Chapter 11 Cases;

(j) any shares of capital stock or other equity interest of any Seller or any of its subsidiaries or any securities convertible into, exchangeable or exercisable for, shares of capital stock or other equity interest in any Seller or any of its subsidiaries;

(k) the Purchase Price and all proceeds from the sale or liquidation of any other Excluded Assets;

(l) (i) any Documents primarily relating to the Chapter 11 Cases, (ii) any minute books, stock ledgers, corporate seals and stock certificates of the Debtors, (iii) any Income Tax Returns of the Sellers or any of their Affiliates (and any other Tax records or workpapers related thereto) and any non-Income Tax Returns of the Sellers (and any other Tax records or workpapers related thereto) to the extent such non-Income Tax Returns (or other Tax records or workpapers related thereto) do not relate to any of the Purchased Assets or the Assumed Liabilities, (iv) financial statements to the extent such financial statements do not relate to the Purchased Assets or

Assumed Liabilities, (v) Documents that cannot be disclosed as a result of confidentiality arrangements under agreements with third parties to the extent that consent to disclosure has not been obtained; *provided,* that the Sellers shall use commercially reasonable efforts, in a manner that does not breach any such applicable confidentiality arrangement, to provide such Documents, copies thereof or access thereto to the Buyer, and (vi) written or electronic copies of the Documents, and other similar books and records, in each case that the Sellers are required by Law to retain to the extent that providing the Buyer with such Documents does not violate a confidentiality or privilege restriction as reasonably determined by the Sellers; *provided,* that the Sellers shall use commercially reasonable efforts, in a manner that does not breach any such applicable confidentiality arrangement, to provide such Documents, and other similar books and records;

(m) any Tax refunds or credits of the Sellers to the extent attributable to Taxes that are Excluded Liabilities;

(n) Avoidance Actions other than the Purchased Avoidance Actions;

(o) assets of any Employee Plan that is not an Assumed Plan; and

(p) all assets listed on Schedule 1.1(b).

"**Excluded Contracts**" means, collectively (i) all Applicable Contracts that are not Assigned Contracts and (ii) all Leases other than Leases that are Assigned Contracts; *provided*, *however*, no Applicable Contract relating to an Assumed Liability described in clause (o) of the definition of "Assumed Liabilities" shall be an Excluded Contract.

"**Excluded Liabilities**" means all of the following Liabilities of the Sellers or any of their respective Affiliates:

(a) all Liabilities of the Sellers or their respective Affiliates arising from the Transactions, including all Liabilities of the Sellers or their respective Affiliates relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services incurred in connection with this Agreement and any of the Transactions, whether incurred prior to or after the Petition Date;

(b) all Liabilities arising from any Excluded Contracts;

(c) all Liabilities arising from any Excluded Assets;

(d) all Liabilities of any Seller, or any predecessor, successor or Affiliate of any Seller, relating to Taxes for: (i) Non-Income Taxes that are allocated to the Sellers pursuant to Section 5.3.1, (ii) Income Taxes of the Sellers, (iii) Taxes attributable to the Excluded Assets, or (iv) Liabilities for unpaid Taxes of another Person: (A) as a transferee or successor or (B) by Contract entered into prior to the Closing (other

than pursuant to an Assigned Contract the principal subject matter of which is not Taxes);

(e) all Trade Payables relating to any Excluded Contracts;

(f) all Liabilities, other than KERP/KEIP Obligations, that are (i) related to employees of the Sellers who are not Transferred Employees, which, for the avoidance of doubt shall include any and all liability with respect to WARN Act that may arise on, before or after the Closing Date, (ii) related to Transferred Employees arising on or before the Closing Date, or (iii) related to any Employee Plan that is not an Assumed Plan;

(g) all Liabilities of the Sellers or any of their respective Affiliates in respect of indebtedness;

(h) any Liability for Claims or other actions of, or Encumbrances imposed on the Purchased Assets or any other assets of the Buyer by, creditors of the Sellers or any of their respective Affiliates arising as a result of the Transactions, whether arising prior to, at or after the Closing;

(i) any Liabilities under (i) any Contract that is not an Assigned Contract or (ii) any Assigned Contract to the extent arising or in existence on or prior to the Closing Date (other than Cure Costs, which shall be Assumed Liabilities);

(j) any Liabilities related to infringement of third-party intellectual property rights by the Sellers or their respective Affiliates prior to the Closing Date;

(k) all Liabilities of the Sellers or their respective Affiliates with respect to the Credit Agreements;

(l) all Liabilities incurred in connection with the defense, prosecution, or settlement of any Excluded Liability;

(m) all intercompany accounts or notes payable that are owing by any Seller or any of its Affiliates;

(n) all Liabilities (i) with respect to the Transferred Employees arising prior to the Closing Date, and (ii) with respect to employees of the Sellers and their respective Affiliates that are not Transferred Employees;

(o) all Liabilities of the Sellers occurring or accruing prior to the Closing Date, (i) associated with noncompliance with Environmental Laws (including fines, penalties, damages, and remedies), (ii) arising under the MSHA or its associated regulations, or (iii) assessed by the United States Department of Labor's Mine Safety and Health Administration; in each case, relating to pre-Closing operations or ownership of the Business;

(p) any and all royalties or similar Liabilities incurred by the Sellers or any of their respective Affiliates prior to the Closing Date;

(q) any and all Dischargeable Environmental Liabilities;

(r) all Liabilities with respect to the WARN Act;

(s) the mechanics Liens disclosed in item 1 of Schedule 3.11(b); and

(t) any other Liability with respect to the Purchased Assets or the Business, to the extent arising out of or related to facts, conditions, circumstances, events or characteristics occurring or in existence prior to the Closing Date and not otherwise expressly assumed by the Buyer hereunder as an Assumed Liability.

"**Execution Date**" has the meaning specified in the introductory paragraph of this Agreement.

"**Federal Trade Commission Act**" means the Federal Trade Commission Act of 1914, as amended.

"**Fee Property**" means the fee owned property listed on Schedule 1.1(f).

"**Final DIP Order**" means the Bankruptcy Court's *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Liens, Including Senior Secured Priming Liens and Superpriority Administrative Expense Claims, and (C) Utilize Cash Collateral; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [ECF No. 385], as the same may modified in accordance with its terms.

"**Final Order**" means (i) an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), or (ii) an order, endorsement, ruling or judgement of the Canadian Court (or any other court of competent jurisdiction in Canada) which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, seek leave to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, motion for leave to appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending or (b) if an appeal, motion for leave to appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court, Canadian Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed or leave to appeal was sought, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, motion for leave to appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure or applicable Canadian law; *provided,* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule

under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

"**Fraud**" means actual fraud by a Party with respect to the representations or warranties made by such Party set forth herein (as supplemented or modified by the Schedules) or in any other Transaction Documents, in each case as determined by New York courts applying New York law.

"**FTC**" has the meaning specified in Section 5.7.1.

"**General Assignments and Bills of Sale**" means the General Assignments and Bills of Sale for the Purchased Assets, in substantially the form attached hereto as Exhibit A-2.

"**Government Contract**" means any Contract (including any prime contract, subcontract, purchase order, task order, delivery order, basic ordering agreement, pricing agreement, teaming agreement, letter contract, grant, cooperative agreement, or other transactional authority agreement, or other similar written arrangement) with (a) any Governmental Authority or (b) any contractor of a Governmental Authority in its capacity as a contractor. A purchase, task, or delivery order issued under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

"**Governmental Authority**" means any federal, national, tribal, state, provincial, county local or municipal government or division thereof, domestic or foreign, any governmental, regulatory, or administrative agency, board, bureau, commission, court, department, division or other instrumentality of any such government, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, or any court or governmental tribunal or arbitrator in any case that has jurisdiction over any of the Parties or any of their respective properties or assets.

"**Hazardous Materials**" means any material, waste, substance or chemical that is regulated by, or for which Liabilities or standards of care are imposed under applicable Environmental Laws including: (a) any type of crude oil, asbestos or asbestos-containing material, petroleum or petroleum distillate, or fraction or by-product thereof, per- and polyfluoroalkyl substances, and asbestos; and (b) all substances falling within the definitions of "pollutant," "contaminant," "hazardous substances," "hazardous materials," "toxic substances," "radioactive materials," "hazardous chemicals," "solid waste," "toxic chemicals," or "hazardous waste," as set forth in any applicable Environmental Law.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"**IFRS**" means generally accepted accounting principles in Canada from time to time, including, for the avoidance of doubt, the standards prescribed in Part I of the CPA Canada Handbook Accounting (International Financial Reporting Standards), as the same may be amended, supplemented or replaced from time to time.

"**Income Taxes**" means (i) all income, capital gains or similar Taxes (including any franchise Taxes imposed in lieu of income Taxes), (ii) Taxes based upon, measured by, or calculated with respect to multiple bases (including corporate franchise, doing business or occupation Taxes) if one or more of the bases upon which such Tax may be based, measured by, or calculated with respect to is included in clause (i) above, or (iii) withholding Taxes measured with reference to or as a substitute for any Tax included in clause (i) or (ii) above, in each case, including any interest, penalties or additions to tax attributable to any such Taxes.

"**Initial Contract Notices**" has the meaning specified in Section 5.8.3.

"**Intellectual Property Right**" means any trademark, service mark, trade name, slogan, domain name, social media identifiers, logo, trade dress and other identifier of source; mask work; invention; patent; trade secret or other right in any proprietary or confidential information (including data bases and data collections, pricing and cost information, business and marketing plans and forecasts, and customer and supplier lists); copyright; right of publicity; know-how (including drawings, plans, blueprints, diagrams, flow charts, engineering drawings and plans, design specifications, manufacturing and production processes and techniques, user documentation, operating records, safety records and data, and research and development information); or any other intellectual property or similar proprietary industrial right of any kind or nature anywhere in the world (including computer systems and any rights in software); and, including with respect to any or all of the foregoing, (a) any issuances, registrations or applications for registration, (b) all associated goodwill and (c) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation.

"**Inventory**" means all inventory (including raw and unprocessed ore and other materials, works or products in-process, finished products, goods in transit, packaging materials and other inventories) owned by the Sellers relating to or used in the Business.

"**IT Systems**" means all information technology assets, including all computers, peripherals, other information technology equipment and software, in each case, owned by or licensed or leased to any Seller and used in the operation of the Business as of the date hereof.

"**KEIP**" means the Sellers' key employee incentive program approved by an Order of the Bankruptcy Court.

"**KERP**" means the Sellers' key employee retention program approved by an Order of the Bankruptcy Court.

"**KERP/KEIP Obligations**" means any payment obligations under the KEIP and KERP that remain unpaid as of the Closing Date, including the employer's portion of Taxes related thereto.

"**Knowledge**" means the actual knowledge (after reasonable due inquiry) of the officers of the Sellers listed in Schedule 1.1(c).

"**Labor Agreement**" has the meaning specified in Section 3.16(b).

"**Laws**" means any and all applicable federal, state, provincial, municipal, local, national, supranational or foreign laws, statutes, ordinances, permits, decrees, writs, injunctions, orders, codes, judgments, rules, regulations (including Environmental Laws and Mining and Mining Safety Laws), which are promulgated, issued or enacted by a Governmental Authority having jurisdiction.

"**Lease Assignment and Assumption Agreements**" means Lease Assignment and Assumption Agreements for the assumed Leases and Leased Real Property, in substantially the form attached hereto as Exhibit A-3.

"**Leased Real Property**" means all real property and other related rights leased or subleased, licensed, sublicensed, or otherwise occupied by any Seller or its Affiliates pursuant to a Lease, together with the rights to any and all underground, surface and subsurface mineral reserves, mineral rights, mining rights, surface rights, rights of way, easements, fixtures and improvements set forth in such Lease.

"**Leases**" means the leases, subleases, licenses, sublicenses, and occupancy agreements related to Leased Real Property (including all amendments, modifications, side letters, guaranties, assignments and supplements thereto) listed on Schedule 1.1(d).

"**Legal Proceedings**" has the meaning specified in Section 3.5.

"**Liabilities**" means any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines, fees, interest obligations, deficiencies, debts, obligations, costs and expenses, and other liabilities (whether absolute, accrued, asserted, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), including amounts paid in settlement, interest, court costs, costs of investigators, any attorneys', accountants, financial advisors or other experts' fees or other expenses incurred in connection therewith.

"**Lien**" means any lien (as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), mortgage, security interest, pledge, charge or other arrangements substantially equivalent thereto.

"**Material Adverse Effect**" means any result, consequence, condition, event, condition, circumstance, development, occurrence, state of facts, effect (or the result thereof) or matter which (a) has a material adverse effect on the Purchased Assets and the Assumed Liabilities, taken as a whole or (b) materially impairs, prevents, impedes or delays the Sellers' ability to perform their obligations under this Agreement or the other Transaction Documents or to consummate the Transactions; *provided*, *however*, that, solely with respect to the immediately preceding clause (a), the following shall not be deemed to constitute, create or cause a Material Adverse Effect: any changes, circumstances or effects (i) associated with the transition of the Business to "care and maintenance" on or around the Petition Date, (ii) that affect generally the Mining industry, such as fluctuations in the price of Minerals, or any industry that uses Minerals in the production of other goods, or that result from international, national, regional, state or local economic conditions, from

general developments or from other general economic conditions, facts or circumstances, including changes in Tax policy or other fiscal conditions, (iii) that result from the Transactions or the public announcement thereof, (iv) that result from conditions or events resulting from an outbreak or escalation of a disease or hostilities (whether nationally or internationally), or the occurrence of any other calamity or crisis (whether nationally or internationally), including the occurrence of one or more terrorist attacks, acts of God or natural disasters, (v) that result from any actions taken or omitted to be taken by, at the written request of the Buyer, (vi) that result from acts or failures to act of any Governmental Authorities and changes in Laws, or accounting regulations or guidance, including GAAP or IFRS from and after the Execution Date, (vii) that arise in connection with the shutdown or other cessation of operations of any Governmental Authority, (viii) that result from the commencement or pendency of the Chapter 11 Cases and Canadian Recognition Proceedings or any objections in the Bankruptcy Court or Canadian Court, unless such result is due to a filing by either Seller or any of their respective Affiliates, to (A) this Agreement or the Transactions, (B) the Bidding Procedures or the sale motion or (C) the assumption or rejection of any Applicable Contract, (ix) that result from Sellers' inability to pay certain obligations as a result of the commencement or prosecution of the Chapter 11 Cases and/or Canadian Recognition Proceedings, or (x) that result from any order of the Bankruptcy Court or Canadian Court (except any such order that would preclude or prohibit the Sellers from consummating the Transactions) or any actions or omissions of the Sellers in compliance therewith, except, in the case of the immediately preceding clauses (ii), (iv), (vi) and (vii), to the extent that the Purchased Assets and the Assumed Liabilities, taken as a whole, are disproportionately adversely affected as compared to other similarly situated businesses in the same industry.

"**Minerals**" means all minerals, including all metallic and non-metallic minerals and mineral materials of every kind and character which are on, in or under the Purchased Real Property.

"**Mining**" means (a) the exploration, development, extraction, processing, storage and transportation of Minerals, (b) the development of a mine and related infrastructure, and (c) the Reclamation of lands used for the activities referenced in clauses (a) and (b).

"**Mining and Mining Safety Laws**" means all Laws relating to Mining and Mining safety, including (a) SMCRA (including its implementing regulations and any state analogs); (b) MSHA (including its implementing regulations and any state analogs); (c) acid and toxic mine drainage requirements; and (d) regulations relating to Mining operations and activities, including Reclamation.

"**MSHA**" means the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §§ 801 et seq.

"**Necessary Consents**" has the meaning specified in Section 5.9.

"**Non-Income Taxes**" means any Taxes other than (a) Income Taxes and (b) Transfer Taxes.

"**Offered Employees**" has the meaning specified in Section 6.1.

"**Order**" means any order, injunction, judgment, decree, directive, stipulation, verdict, consent, declaration, ruling, writ, assessment or arbitration award of, or entered, issued, made or rendered by, a Governmental Authority.

"**Ordinary Course of Business**" means, with respect to the Business, the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of the Sellers or any of their respective Affiliates in respect of the Business in the ordinary and usual course) through the date hereof and consistent with the current operation of the Business on a "care and maintenance" basis, in each case, taking into account in each case the fact that the Chapter 11 Cases and the Canadian Recognition Proceeding have commenced.

"**Other Non-Income Taxes**" has the meaning specified in Section 5.3.2.

"**Other Successful Bid**" means a Successful Bid other than in respect of an Overbid (as defined in the Bidding Procedures) from the Buyer.

"**Other Successful Bidder**" means a Successful Bidder other than the Buyer.

"**Outside Termination Date**" has the meaning specified in Section 12.1.4.

"**Owned Real Property**" means all real property owned by any Seller related to the conduct of the Business, including the Fee Property listed on Schedule 1.1(f) and the unpatented mining claims listed on Schedule 1.1(e), together with all of the Sellers' right, title and interest in and to the following, as it relates to the real property so listed and as used or held for use primarily in the operation of the Business: (a) all buildings, structures and improvements located on such real property owned by the Sellers; (b) all improvements, fixtures, mine infrastructure, processing plant, preparation plant structures and improvements, loading and unloading structures and improvements, rail sidings, or apparatus affixed to such real property owned by the Sellers; (c) all rights of way or Easements, if any, in or upon or appurtenant to such real property owned by the Sellers and all other rights and appurtenances belonging or in any way pertaining to such real property owned by the Sellers (including all right, title and interest of the Sellers in and to any mineral reserves, other mineral rights, underground and surface mineral and mining rights, royalty rights, support rights and waivers, subsidence rights or water rights relating or appurtenant to such real property owned by the Sellers); and (d) all strips and gores and any land lying in the bed of any public road, highway or other access way, open or proposed, adjoining such real property owned by the Sellers.

"**Party**" and "**Parties**" have the meanings specified in the introductory paragraph.

"**Permit Transition Period**" has the meaning specified in Section 5.4.1.

"**Permits**" has the meaning specified in Section 3.7.

"**Permitted Encumbrances**" means any of the following:

(a) royalties, nonparticipating royalty interests, net profits interests and any overriding royalties, reversionary interests and other burdens or encumbrances on the Purchased Assets;

(b) Liens for current Taxes not yet due and payable;

(c) Liens of mechanics, materialmen, warehousemen, landlords, vendors and carriers and any similar Encumbrances arising by operation of Law which, in each instance, (i) arise in the Ordinary Course of Business, (ii) are not capable of being discharged or otherwise rendered ineffective against the Buyer and the Purchased Assets by the Sale Order, and (iii) are not material in nature or amount;

(d) all rights reserved to or vested in any Governmental Authority (i) to control or regulate any of the Purchased Assets in any manner and all obligations and duties under all applicable Laws, rules and orders of any such Governmental Authority or under any franchise, grant, license or permit issued by any such Governmental Authority; (ii) to terminate any right, power, franchise, license or permit afforded by such Governmental Authority; or (iii) to purchase, condemn or expropriate any of the Purchased Assets;

(e) conventional rights of reassignment obligating the lessee to reassign or offer to reassign its interests in any lease prior to a release or abandonment of such lease;

(f) all Encumbrances, defects or irregularities of title, if any, affecting the Purchased Assets which would be accepted by a reasonably prudent operator engaged in the business of Mining and owning and operating a Mineral processing plant;

(g) all defects or irregularities (i) arising out of a lack of corporate authorization or a variation in corporate name, (ii) that have been cured or remedied by applicable statutes of limitation or statutes for prescription, (iii) consisting of the failure to recite marital status in documents or omissions of heirship proceedings, (iv) that have been cured by possession under applicable statutes of limitation, or (v) the enforcement of which are barred by applicable statutes of limitation;

(h) any Encumbrance on or affecting the Purchased Assets which is expressly assumed, bonded or paid by the Buyer at or prior to the Closing or which is discharged or otherwise rendered ineffective against the Buyer and the Purchased Assets by the Sellers at or prior to the Closing;

(i) defects identified on any Schedule or Exhibit to this Agreement or disclosed in any document referenced in this Agreement, including Schedule 1.1(d), Schedule 1.1(e) and Schedule 1.1(f);

(j) all other Encumbrances, defects and irregularities affecting the Purchased Assets which individually or in the aggregate do not and would not interfere materially with the ownership, operation, use or value of the Purchased Assets;

(k) any non-exclusive license or other permission to use any Intellectual Property Rights, in each case granted in the Ordinary Course of Business; and

(l) other Encumbrances on real property (including easements, covenants, rights of way and similar restrictions of record) that (A) are matters of record or (B) would be disclosed by a current, accurate survey or physical inspection of such real property, which, in the case of each of the immediately preceding clauses (A) and (B), do not impair, individually or in the aggregate, in any material respect, the access to, present use, operation, or value of such real property for the purposes for which it is used in connection with the Business.

"**Person**" means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or other entity or Governmental Authority.

"**Petition Date**" has the meaning specified in the Recitals.

"**Project Site**" has the meaning specified in the Recitals.

"**Property Taxes**" has the meaning specified in Section 5.3.2.

"**Purchase Price**" has the meaning specified in Section 2.1.

"**Purchased Assets**" means all properties, assets and rights of the Sellers and their respective Affiliates, in each case, owned, held, used or held for use in the conduct of the Business (in each case, except to the extent constituting an Excluded Asset), including the following:

(a) all Owned Real Property;

(b) all Assigned Contracts (including Accounts Receivable related to such Assigned Contracts);

(c) all Equipment and Fixed Assets;

(d) all Purchased Inventory;

(e) all Transferred Permits;

(f) all Core Samples;

(g) all rights of the Sellers and their respective Affiliates to use haul roads, utility easements and other rights of way and easements used or held for use in the ownership and operation of the Purchased Assets;

(h) all warranties, guarantees and similar rights related to the other Purchased Assets or the Assumed Liabilities, including warranties and guarantees made by suppliers, manufacturers and contractors under the other Purchased Assets or in respect of the

Assumed Liabilities, and claims against suppliers and other third parties in connection with the Assigned Contracts (to the extent such rights are assignable at no cost, expense or penalty to the Sellers or their Affiliates, or at the Buyer's election if the Buyer agrees to pay for such cost, expense or penalty);

(i) all goodwill directly associated with the Purchased Assets;

(j) all Documents, including non-Income Tax Returns and books and records or documents relating to non-Income Taxes imposed on the Purchased Assets and the Business, other than those described in clause (l) of the definition of Excluded Assets, subject to the provisos to such clause (l); *provided,* that the Buyer shall have the right to access and copy such Documents described in clause (l) of the definition of Excluded Assets to the extent (A) such Documents relate to the Purchased Assets or the Assumed Liabilities, and (B) the access and copying of such Documents does not violate any privilege or confidentiality restrictions as reasonably determined by the Sellers (*provided,* that the Sellers shall use commercially reasonable efforts, in a manner that does not breach any such applicable confidentiality arrangement, to provide such Documents, copies thereof or access thereto to the Buyer in a manner that does not breach any such applicable privilege or confidentiality restrictions);

(k) other than Avoidance Actions that are not Purchased Avoidance Actions, all rights, claims, causes of action and credits owned by any Seller or any Affiliate of such Seller to the extent relating to any Purchased Asset or Assumed Liability, including any such item arising under any guarantee, warranty, indemnity, right of recovery, right of set-off or similar right in favor of such Seller or any Affiliate of such Seller in respect of any Purchased Asset or Assumed Liability (to the extent such rights are assignable at no cost, expense or penalty to the Sellers or their Affiliates, or at the Buyer's election if the Buyer agrees to pay for such cost, expense or penalty);

(l) all insurance proceeds payable on any claims filed against any insurance policy, to the extent related to any loss or casualty with respect to the Purchased Assets or the Assumed Liabilities that arose during the period between the date hereof and the Closing Date;

(m) all assets related to Assumed Plans;

(n) all Intellectual Property Rights;

(o) all Water Rights;

(p) any Tax refunds or credits of the Sellers or any of their respective Affiliates attributable to (i) Assumed Non-Income Taxes and (ii) Transfer Taxes;

(q) Purchased Avoidance Actions; and

(r) the assets listed on Schedule 1.1(h).

"**Purchased Avoidance Actions**" means all Avoidance Actions, including any proceeds thereof, that may be asserted against parties to, or otherwise are related to the Assigned Contracts.

"**Purchased Inventory**" means all inventory of the Sellers and their respective Affiliates, including any and all Mineral or copper concentrate Inventory located on (or mined or extracted from) the Purchased Real Property, including any and all stockpiled ore, and all Mineral or copper concentrate in transit to the extent title or ownership has not been transferred to the applicable customer, together with all parts and supplies.

"**Purchased Real Property**" means the Owned Real Property and the Leased Real Property.

"**Reclamation**" means restoring land impacted or affected by Mining to a natural state, including, as applicable, revegetation, recontouring, or abatement.

"**Registered**" means issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.

"**Release**" means any presence, releasing, depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing into the environment.

"**Remediation**" means any investigation, cleanup, removal, cleanup, restoration, or remediation of, or any remedial or corrective action with respect to, any Release of Hazardous Materials.

"**Required Amount**" has the meaning specified in Section 4.6(d).

"**Required Bonding**" means the applicable reclamation bonds, letters of credit or other sources of collateral or financial assurance sufficient to replace all Seller Bonds, letters of credit, cash deposits, and other credits associated or related to the Purchased Assets.

"**Retained Business Employee**" has the meaning specified in Section 6.2.

"**Sale Hearing**" means the hearing at which the Bankruptcy Court shall consider the entry of the Sale Order.

"**Sale Order**" means an order from the Bankruptcy Court in the same form as Exhibit D, together with and modifications, amendments, or supplements acceptable to the Buyer, authorizing and approving, *inter alia*, the sale of the Purchased Assets to the Buyer on the terms and conditions set forth herein, and authorizing and approving the assumption and assignment of the Assigned Contracts to the Buyer.

"**Sale Order Encumbrances**" means all Encumbrances on or related to the Purchased Assets as to which the Transactions will be consummated free and clear of in accordance

with the terms of the Sale Order, the Canadian Recognition Sale Order, the Bankruptcy Code or other applicable Law.

"**SEDAR+**" has the meaning specified in Article III.

"**Seller**" has the meaning specified in the introductory paragraph of this Agreement.

"**Seller Bonds**" means all existing reclamation bonds, surety bonds (and the underlying bond agreements), letters of credit, cash deposits or other sources of collateral of the Sellers (and related instruments), in each case, related to the Purchased Assets, including those surety bonds set forth on Schedule 1.1(j).

"**Seller Break Fee Termination Triggers**" means a valid termination by the Buyer pursuant to Section 12.1.5(e), Section 12.1.5(f) or Section 12.1.6(a) (or if this Agreement is terminated by the Sellers or the Buyer pursuant to any other provision of Section 12.1 at a time when the Buyer or the Sellers (as applicable) could have terminated this Agreement pursuant to any of the foregoing provisions described in this definition); *provided,* that there shall be no Seller Break Fee Termination Trigger if this Agreement is terminated at any time when the Sellers could have terminated this Agreement pursuant to Section 12.1.3.

"**Seller Expense Reimbursement**" has the meaning specified in Section 12.2.9(a).

"**Seller Indemnified Parties**" has the meaning specified in Section 10.1.

"**Seller Reimbursement Termination Triggers**" means a valid termination of this Agreement by (i) the Sellers pursuant to Section 12.1.4(i), (ii) the Buyer, pursuant to Section 12.1.4(i), but only if such termination occurs on or after December 31, 2024, (iii) the Buyer or the Sellers pursuant to Section 12.1.4(ii), (iv) the Sellers pursuant to Section 12.1.6(b) or Section 12.1.6(c), (v) the Buyer pursuant to Section 12.1.6(b) or Section 12.1.6(c), or (vi) the Buyer pursuant to Section 12.1.2 or Sections 12.1.5(a) through (d) (or by the Sellers or the Buyer pursuant to any other provision of Section 12.1 at a time when the Buyer or the Sellers (as applicable) could have terminated this Agreement pursuant to any of the foregoing provisions described in this definition); *provided,* that there shall be no Seller Reimbursement Termination Trigger if this Agreement is terminated at any time when the Sellers could have terminated this Agreement pursuant to Section 12.1.3.

"**Seller SEDAR+ Reports**" has the meaning specified in Article III.

"**Sherman Act**" means the Sherman Antitrust Act of 1890, as amended.

"**SMCRA**" means the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. §§ 1201 et seq.

"**Specified Break-Up Fee Payment Condition**" has the meaning specified in Section12.2.9(b).

"**Stalking Horse Notice**" has the meaning specified in Section 5.5.11.

"**Stalking Horse Order**" means an order of the Bankruptcy Court that is contemplated by the Bidding Procedures, in the same form as Exhibit B, together with any modifications, supplements or amendments acceptable to the Buyer, approving the Sellers' entry into this Agreement and, among other matters, approving the Stalking Horse Bid Protections (as defined in the Bidding Procedures) as administrative expenses in accordance with the terms and conditions set forth in this Agreement.

"**Straddle Period**" means (a) with respect to any Property Taxes, any Tax period beginning before and ending on or after the Closing Date and (b) with respect to any Other Non-Income Taxes, any Tax period beginning on or before the Closing Date and ending after the Closing Date.

"**Successful Bid**" has the meaning ascribed to such term in the Bidding Procedures.

"**Successful Bidder**" means the bidder with the Successful Bid.

"**Tail Period**" has the meaning specified in Section 12.2.9(c).

"**Tax Return**" means any return, report, form or statement filed or required to be filed with respect to any Tax (including any attachments thereto, and any amendment thereof), including any information return, election, claim for refund, amended return or declaration of estimated Tax.

"**Taxes**" means any taxes, assessments, duties, levies, imposts or other similar charges in the nature of a tax imposed by a Governmental Authority (including any penalties, interest imposed thereon or addition thereto), including any income, gross receipts, ad valorem, value added, excise, commerce, real or personal property, asset, sales, use, royalty, license, payroll, transaction, capital, net worth and franchise taxes, escheat, unclaimed property, disability, withholding, employment, social security, workers compensation, utility, severance, conservation, production, unemployment compensation, occupation, premium, windfall profits, transfer and gains taxes.

"**Third Party**" means any Person other than a Party or an Affiliate of a Party.

"**Trade Payables**" means (a) trade obligations, (b) accrued accounts payable, (c) royalties payable (but excluding Assumed Non-Income Taxes to the extent considered a royalty payable), and (d) accrued operating expenses (in each case, including accruals therefor).

"**Trademarks**" has the meaning specified in Section 11.2.

"**Transaction Documents**" means this Agreement, the Contract Assignment and Assumption Agreement, the General Assignment and Bill of Sale, the Lease Assignment and Assumption Agreement, the Escrow Agreement and any other Contract to be entered into by the Parties in connection with the Transactions.

"**Transactions**" has the meaning specified in the Recitals.

"**Transfer Taxes**" has the meaning specified in Section 13.18.

"**Transferred Permits**" means Permits, including those set forth on Schedule 1.1(g), and all other Permits held by any Seller.

"**Union**" has the meaning specified in Section 3.16(b).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988 or similar local laws.

"**Water Rights**" has the meaning specified in Schedule 1.1(i).

1.2 Construction. All references in this Agreement to Exhibits, Schedules, Sections, paragraphs, subsections and other subdivisions refer to the corresponding Exhibits, Schedules, Sections, paragraphs, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Section" and "this subsection," and words of similar import, refer only to the Section or subsection hereof in which such words occur. A defined term has its defined meaning throughout this Agreement regardless of whether it appears before or after the place where it is defined. The word "including" (in its various forms) means including without limitation. The word "or" when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, if applicable, and such phrase does not mean simply "if". The word "will" shall be construed to have the same meaning as the word "shall". Any reference to "days" means calendar days unless Business Days are expressly specified. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Examples are not to be construed to limit, expressly or by implication, the matter they illustrate. Each accounting term not defined herein, and each accounting term partly defined herein to the extent not defined, will have the meaning given to it under IFRS. All references to prices, values or monetary amounts refer to Dollars. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Exhibits and Schedules referred to herein are attached to and by this reference incorporated herein for all purposes. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

ARTICLE II
PURCHASE AND SALE PRICE

2.1 Purchase and Sale; Purchase Price. At the Closing, and upon the terms and subject to the conditions of this Agreement and the Sale Order, the Sellers agree to, and shall cause their respective Affiliates to, sell and convey to the Buyer all of their right, title and interest in and to the Purchased Assets, and the Buyer agrees to purchase, accept and pay for the Purchased Assets free and clear of any and all Encumbrances, other than Permitted Encumbrances. In consideration for the sale of the Purchased Assets, and upon the terms, and subject to the conditions of this Agreement and the Sale Order, the Buyer will pay to the Sellers the purchase price of $128,000,000 (the "**Purchase Price**"), subject to the adjustments described in Section 2.6, and assume the Assumed Liabilities in accordance with Section 2.4.

2.2 Deposit. On or prior to the Execution Date, in accordance with the Bidding Procedures, the Buyer shall have deposited into an account maintained by the Escrow Agent an earnest money deposit equal to $12,800,000 (together with any interest accrued thereon, the "**Deposit**"). If the Closing occurs, the Deposit will be applied toward the Purchase Price in accordance with the provisions of this Agreement. If this Agreement is terminated in accordance with Article XII, the provisions of Section 12.2 and Section 5.5.10 shall be applicable and the Deposit shall be handled in accordance therewith. The Deposit shall not be subject to any Encumbrance, attachment, trustee process or any other judicial process of any creditor of any of the Parties; *provided,* that the Sellers' right to receive the Deposit in accordance with the terms of this Agreement shall be subject to the Liens securing the DIP Obligations.

2.3 Excluded Assets. Nothing in this Agreement will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to the Buyer, and the Sellers will retain all right, title and interest to, in and under the Excluded Assets.

2.4 Assumption of Liabilities. At the Closing, and upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, the Buyer will assume, effective as of the Closing, and will timely perform and discharge in accordance with their respective terms, the Assumed Liabilities.

2.5 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, the Sellers will remain liable with respect to, and the Buyer will not assume and will be deemed not to have assumed, the Excluded Liabilities.

2.6 Closing Payments. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, the Buyer will pay to the Sellers an amount equal to (i) the Purchase Price, minus (ii) the Deposit, minus (iii) the amount of the KERP/KEIP Obligations, by wire transfer of immediately available funds at the Closing (pursuant to wire transfer instructions designated at least one (1) Business Day in advance of the anticipated Closing Date by the Sellers to the Buyer in writing).

2.7 Purchase Price Allocation. The Buyer shall prepare and deliver to the Sellers the allocation of the Purchase Price, together with any other items that are treated as consideration for U.S. federal income tax purposes (including any Assumed Liabilities), among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "**Allocation**") no fewer than fifteen (15) days prior to the Closing Date. If the Sellers disputes any items in the Buyer's draft Allocation, then as soon as reasonably practicable, but in no event later than fifteen (15) days after receipt of such draft Allocation, the Sellers will deliver to the Buyer in writing any changes the Sellers propose to be made to the Allocation; *provided* that, if the Sellers do not deliver to the Buyer written notice of their dispute as to any items set forth in the Allocation within such fifteen (15)-day period, the Sellers shall be deemed to have accepted the draft Allocation prepared by the Buyer and such Allocation shall become final. The Parties agree to use commercially reasonable efforts to reach an agreement on any and all disputed items in the draft Allocation within twenty (20) days after the Buyer's receipt of the Sellers' written notice of its dispute of any items set forth in the Allocation. If the Parties cannot resolve any disputed items within such twenty (20)-day period (or such longer period as may be mutually agreed to by the Parties), then the disputed item(s) shall be referred to the Accounting Referee for resolution, which the Accounting Referee shall be instructed to resolve as promptly as practicable, but in no less than twenty (20) days. The determination of the Accounting Referee shall be final and conclusive for purposes of this Section 2.7. The cost of the Accounting Referee shall be paid equally by the Sellers, on the one hand, and the Buyer, on the other hand. If the sum of the Purchase Price and any other amounts that are treated as consideration for U.S. federal income tax purposes is adjusted following the finalization of the Allocation, a revised Allocation shall be prepared and finalized in accordance with the procedures set forth in this Section 2.7. The Parties shall not, and shall not permit any of their respective Affiliates to, take any position on a Tax Return (including an Internal Revenue Service Form 8594) or in connection with an audit, examination or judicial or administrative proceeding that is inconsistent with the Allocation, as finalized in accordance with this Section 2.7; *provided*, *however*, that nothing in this Section 2.7 shall prevent a Party (or any of its Affiliates) from negotiating, compromising and/or settling any Tax audit, claim or similar proceeding that relates to the Allocation. Notwithstanding anything to the contrary in the foregoing, if the Allocation has not been finalized by the Closing Date pursuant to this Section 2.7, the Buyer shall be entitled to rely on the initial draft Allocation provided to the Sellers pursuant to this Section 2.7 for purposes of any recording contemplated by Section 11.3 or the payment of any Transfer Taxes contemplated by Section 13.18 (*provided,* that the Buyer has considered in good faith any comments provided by the Sellers prior to the Closing Date), and the Parties shall not, and shall not permit any of their respective Affiliates to, take any position on a Tax Return (including an Internal Revenue Service Form 8594) or in connection with an audit, examination or judicial or administrative proceeding that is inconsistent therewith; *provided*, *however*, that nothing in this sentence shall prevent a Party (or any of its Affiliates) from negotiating, compromising and/or settling any Tax audit, claim or similar proceeding that relates to the Allocation.

2.8 Withholding. The Buyer, its Affiliates, and any other Person making a payment hereunder, shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Seller or any other Person such amounts as the Buyer is required

to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

2.9 Wrong Pockets.

(a) If either the Buyer or the Sellers become aware that any right, property or asset forming part of the Purchased Assets has not been transferred to the Buyer or that any right, property or asset forming part of the Excluded Assets has been transferred to the Buyer, such Party shall promptly notify the other Party and the Parties shall, as soon as reasonably practicable thereafter, use commercially reasonable efforts to cause such right, property or asset (and any related Liability) to be transferred, to (i) the Buyer, in the case of any right, property or asset forming part of the Purchased Assets which was not transferred to the Buyer at or in connection with the Closing, or (ii) the Sellers, in the case of any right, property or asset forming part of the Excluded Assets which was transferred to the Buyer at the Closing. Any Transfer Taxes arising as a result of the transfer of any Purchased Asset under this Section 2.9(a) shall be borne by the Buyer in accordance with Section 13.18.

(b) From and after the Closing, if either the Buyer or the Sellers or any of their respective Affiliates receives any (i) funds or property that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such funds or property to the other Party or (ii) mail, email, courier package, facsimile transmission, purchase order, invoice, service request or other document that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such email, courier package, facsimile transmission, purchase order, invoice, service request or other document or property to, the other Party.

(c) The Parties agree that the Party that is entitled to receive any funds or property (including any Purchased Asset or Excluded Asset) under this Section 2.9 shall be treated as the owner or recipient of any such funds or property for applicable Tax purposes at all times following the Closing, and each of the Parties shall, and shall cause their respective Affiliates to, file all Tax Returns in a manner consistent with such Tax treatment, unless a different treatment is otherwise required by Law.

ARTICLE III
SELLERS' REPRESENTATIONS AND WARRANTIES

Except as set forth in the Schedules, in NCU's public filings filed on the System for Electronic Document Analysis and Retrieval+ ("**SEDAR+**") with the Canadian Securities Administrators at least two (2) Business Days prior to the Execution Date (the "**Seller SEDAR+ Reports**")

(excluding any disclosures in "risk factors," "quantitative and qualitative disclosures about market risk" or otherwise relating to "forward-looking statements" or any other similar types of disclosures that are cautionary, predictive or forward-looking in nature, which disclosures relate to general matters rather than specific statements about the Sellers or their assets), and/or in pleadings filed by the Debtors in the Chapter 11 Cases or the Canadian Recognition Proceedings at least two (2) Business Days prior to the Execution Date, each Seller represents and warrants to the Buyer as of the Execution Date and the Closing Date as follows:

3.1 Organization, Good Standing and Corporate Power. Such Seller is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and has all the requisite corporate or other entity power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted as a Debtor in the Chapter 11 Cases. Such Seller is in good standing in each jurisdiction in which the nature of the business conducted by such Seller or the character of the assets owned, leased or used by such Seller makes such qualification and/or licensing necessary, except where the failure to be so qualified and/or licensed, and in good standing has not, and would not reasonably be expected to, singularly or in the aggregate have a Material Adverse Effect.

3.2 Authorization; Execution and Delivery; Enforceability.

(a) Subject to entry of the Sale Order, the Canadian Recognition Sale Order, and such other authorization as may be required by the Bankruptcy Court or the Canadian Court, such Seller has taken all necessary company action to authorize the execution, delivery and performance of this Agreement and has adequate company power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the Transactions.

(b) Subject to entry of the Sale Order, the Canadian Recognition Sale Order, and such other authorization as may be required by the Bankruptcy Court or the Canadian Court, the execution and delivery by such Seller of this Agreement and the other Transaction Documents to which such Seller or an Affiliate of such Seller, as applicable, is a party, the performance and compliance by such Seller or such Affiliate with its obligations herein and therein, and the consummation by it of the Transactions have been duly and validly authorized and approved by all necessary corporate or other action on the part of such Seller or any such Affiliate, as applicable, and no other corporate or other Legal Proceedings on the part of the Seller or such Affiliate and no other stockholder votes are necessary to authorize the execution of this Agreement or the other Transaction Documents, or the performance or consummation by such Seller or such Affiliate of the Transactions.

(c) Assuming the due authorization, execution, and delivery of this Agreement by the Buyer and the entry of the Bidding Procedures Order, the Sale Order and the Canadian Recognition Sale Order, this Agreement is legal, valid and binding with respect to such Seller and is enforceable against such Seller in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy,

insolvency or similar Laws affecting creditors' rights generally and equitable remedies that are in the discretion of a court.

3.3 No Breach.

(a) Subject to entry of the Sale Order, the Canadian Recognition Sale Order, and such other authorization as may be required by the Bankruptcy Court or the Canadian Court, the authorization, execution, delivery, performance and consummation of this Agreement and the other Transaction Documents does not and will not: (i) violate, conflict with or constitute a default in any material respect or an event that, with notice or lapse of time or both, would be a material default, breach or violation under any term or provision of the governing documents of such Seller or (ii) violate, conflict with or constitute a breach of any Law, Permit or Order applicable to such Seller or its applicable Affiliates or by which such Seller or its interest in any of the Purchased Assets is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of a Encumbrance (other than a Permitted Encumbrance), in each case on or with respect to any Purchased Assets pursuant to or under, any Material Contract or material Permit to which such Seller is party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of such Seller in connection with the execution and delivery of this Agreement and any other Contract or document to be entered into by the parties hereto, as applicable, at or in furtherance of the Closing or the compliance by such Seller with any of the provisions thereof, or the consummation of the transactions contemplated thereby, except for entry by the Bankruptcy Court of the Sale Order and the Canadian Recognition Sale Order.

3.4 Location of the Purchased Assets. None of the tangible Purchased Assets are, or will on Closing be, located in Canada.

3.5 Litigation. Except in connection with the Chapter 11 Cases and the Canadian Recognition Proceedings, there is no action, suit, claim, arbitration, proceeding pending (including any civil, criminal, administrative, investigative or appellate proceeding or any informal proceeding) or to the Sellers' Knowledge, investigation pending or being heard by or before, or otherwise involving, any Governmental Authority, arbitrator, arbitration panel or any other Person (each, a "**Legal Proceeding**") with respect to which such Seller or any of its Affiliates has been served or, to such Sellers' Knowledge, threatened in writing against such Seller or any of its Affiliates involving such Seller's or any of its Affiliates' interest

in the Purchased Assets, the Business or the Assumed Liabilities that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

3.6 Real Property.

(a) The Sellers own good and valid fee simple title to the Owned Real Property free and clear of all Encumbrances other than (i) Permitted Encumbrances and Sale Order Encumbrances and (ii) any Encumbrances that will not be enforceable against the Owned Real Property following the Closing in accordance with the Sale Order. With respect to the unpatented mining claims: (A) to the Knowledge of the Sellers, all affidavits of assessment work, including fee payments required to maintain the unpatented mining claims in good standing through the assessment year ending September 1, 2024, have been submitted for filing and paid; (B) to the Knowledge of the Sellers, the Sellers are the sole owners of the unpatented mining claims free and clear of all Encumbrances except for Permitted Encumbrances and Sale Order Encumbrances, and subject to the paramount title of the United States; (C) to the Knowledge of the Sellers, except for customary buffer and perimeter areas, there are no material senior third-party unpatented mining claims that conflict with the unpatented mining claims; and (D) neither Seller has received any written notice of termination or cancellation of any unpatented mining claim. The Seller has not executed any lease, license, or other Contract permitting any Person, and to the Knowledge of the Seller, no Person otherwise has, the right to occupy or use all or any portion of the Owned Real Property.

(b) Leased Real Property; Purchased Real Property. Each Seller holds a valid leasehold interest in the Leased Real Property, free and clear of all Encumbrances except Permitted Encumbrances and Sale Order Encumbrances. All Leases are in full force and effect and enforceable against the Seller party thereto and its respective Affiliates and, to the Knowledge of Seller, each other party thereto, in accordance with their respective terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and by general principles of equity, regardless of whether enforcement is sought in a proceeding at law or in equity. Seller has made available to Buyer true, correct, and complete copies of the Leases. No Seller has received any written notice of termination or cancellation of any Lease under which such Seller uses or has the right to use the Leased Real Property. No Seller is in breach or default under any Lease and, to the Knowledge of the Sellers, no other party to any Lease is in breach or default under any Lease, and no event has occurred that, with the lapse of time or the giving of notice or both, would constitute a breach or default by Seller, or to the Knowledge of Seller, any other party to such Lease. Such Seller is in exclusive possession of the Leased Real Property. The Sellers have not collaterally assigned or granted any other security interest in any Lease or any interest therein. There does not exist any pending (or to the Knowledge of the Sellers, threatened in writing) condemnation, expropriation or other proceeding in eminent domain affecting the Purchased Real Property or any portion thereof or interest therein. To the Knowledge of such Seller, the current use, ownership, lease, license, or occupancy (as applicable) of the Purchased Real

Property does not violate any Law, Easement, covenant, condition, restriction or similar provision in any instrument of record, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Sellers have not entered into any, and to the Knowledge of the Sellers, there are no, Contracts outstanding for the sale, exchange, Encumbrance, lease, or transfer of any of the Purchased Real Property, or any portion thereof.

3.7 Permits. Each Seller has all licenses, orders, franchises, clearances, variances, registrations, consents, rights, agreements, approvals, authorizations, exemptions, billing qualifications and permits of all Governmental Authorities required to permit the operation of the Purchased Assets and the Business as presently operated and used by such Seller (including those required under Environmental Laws) (the "**Permits**"), and each is in full force and effect and has been duly and validly issued, except where the absence of which, individually or in the aggregate, would not have a Material Adverse Effect. To the Knowledge of the Sellers, the Permits are eligible for transfer to the Buyer subject to any required approval of the relevant Governmental Authorities. To the Knowledge of Sellers, there are no outstanding material violations of any material Permits. Complete and correct copies of each Permit (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to the Buyer.

3.8 Compliance with Laws. Each Seller and its respective Affiliates is in compliance, and for the past three (3) years, has been in compliance, with all applicable Laws and Orders relating to the Assumed Liabilities (including payment and discharge thereof in the ordinary course), the Purchased Assets (including use, ownership and operation thereof) and the ownership, conduct and operation of the Business, except for any such non-compliance as would not reasonably be expected to have a Material Adverse Effect. None of such Seller or any of its Affiliates has received any citation, complaint, Order or other communication during the past three (3) years, from a Governmental Authority that alleges that such Seller or any of its Affiliates is not in compliance with any such Law or Order.

3.9 Absence of Certain Developments. Since the Petition Date, (a) no Material Adverse Effect has occurred and (b) other than in connection with the Chapter 11 Cases and the Canadian Recognition Proceedings and any actions contemplated in the documents filed in connection therewith (including the transition of the Business to care and maintenance and the cessation of all mining operations and mill activity), the Business has been conducted, in all material respects in the Ordinary Course of Business. Except in connection with the Transactions and the Chapter 11 Cases or the Canadian Recognition Proceedings and any actions contemplated in the documents filed in connection therewith, including the transition of the Business to care and maintenance, and the cessation of all mining operations and mill activity, and other than the negotiation, execution, delivery and performance of this Agreement, from the Petition Date to the date of this Agreement, the Sellers and their respective Affiliates have carried on, owned and operated the Business and the Purchased Assets in all material respects in the Ordinary Course of Business, and none of the Sellers or any of their respective Affiliates has taken, committed or agreed to take any actions that would have been prohibited by Section 5.2, in each case, if Section 5.2 had been in effect as of the Petition Date.

3.10 Financial Statements. The consolidated audited annual financial statements for the year ended December 31, 2023 and December 31, 2022 and condensed consolidated unaudited interim financial statements for the three (3) months ended March 31, 2024 and March 31, 2023 (including any related notes and schedules) contained or incorporated by reference in the Seller SEDAR+ Reports were prepared in accordance with IFRS, applied on a consistent basis throughout the periods covered (except as may be expressly indicated in the notes to such financial statements) and fairly presented in accordance with IFRS in all material respects the consolidated financial position of NCU and its consolidated subsidiaries as of the respective dates thereof and the consolidated results of operations and cash flows of the NCU and its consolidated subsidiaries for the periods covered thereby (subject, in the case of unaudited statements, to the absence of footnote disclosure and to normal and recurring year-end audit adjustments not material in amount).

3.11 Material Contracts.

(a) Schedule 3.11(a) sets forth a list of each Material Contract (other than contracts listed on the Cure Schedule, which need not be listed on Schedule 3.11(a), but shall, to the extent meeting the criteria set forth below, nonetheless constitute Material Contracts for the purposes of this Agreement) as of the date of this Agreement. For purposes of this Agreement, "**Material Contract**" means any of the following types of the Contracts to which either Seller is a party or by which either Seller, any Purchased Assets or the Business is bound or subject, whether or not set forth on Schedule 3.11(a) (including if entered into after the date of this Agreement):

(i) all operating leases (as lessor or lessee) of material tangible personal property;

(ii) all Leases;

(iii) any Contract for the payment of any royalties;

(iv) any Contract with respect to power (including with NV Energy), Water Rights or other utilities;

(v) any Contract affecting material Equipment and Fixed Assets;

(vi) all Seller Bonds; or

(vii) any other similar Contract that is material to the Business, the Purchased Assets or the Assumed Liabilities and is an Assigned Contract.

(b) Each Material Contract to which such Seller is a party is in full force and effect and is a valid and binding obligation of such Seller and, to the Knowledge of such Seller, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally; (ii) equitable principles of general applicability (whether considered in a proceeding at law or in

equity); and (iii) any default that will be cured by payment of Cure Costs. Except as set forth in Schedule 3.11(b), to the Knowledge of such Seller, no event has occurred, other than events caused by or resulting from the Chapter 11 Cases, or the Canadian Recognition Proceedings, which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any such Material Contract or would cause the acceleration of any obligation of such Seller or the creation of a Lien upon any Purchased Assets, except for such events that (A) would be cured upon the payment of Cure Costs or (B) would not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.12 Intellectual Property and IT Systems. All Registered Intellectual Property Rights owned by any Seller and included in the Purchased Assets as of the date hereof are disclosed in Schedule 3.12. The Sellers exclusively own such Intellectual Property Rights free and clear of all Encumbrances, other than Permitted Encumbrances and Sale Order Encumbrances, and such Intellectual Property Rights are subsisting and, to the Knowledge of each Seller, valid and enforceable. The Sellers own or have the right to use pursuant to an Applicable Contract all material Intellectual Property Rights used by them in the conduct of the Business (*provided,* that the foregoing shall not be construed as a representation or warranty regarding the infringement, misappropriation or other violation of Intellectual Property Rights). Sellers have used commercially reasonable efforts to preserve the confidentiality of all trade secrets and other material confidential information included in the Purchased Assets. In the last three (3) years, there has been no action, suit or proceeding with respect to which a Seller has been served pending against or, to the Knowledge of each Seller, threatened in writing against, such Seller alleging any infringement, misappropriation or other violation of third-party Intellectual Property Rights by the conduct of the Business and, to the Knowledge of each Seller, there has been no basis for any such claim. In the last two (2) years, the IT Systems have not malfunctioned or failed in a manner that has materially disrupted the conduct of the Business and, to each Seller's Knowledge, there has been no security breach involving the IT Systems which has resulted in unauthorized access to, or use, disclosure, deletion, modification, corruption or encryption of, any material data or information of the Business contained therein or processed thereby, or which resulted in third-party control over any material portion of the IT Systems used by the Business. This Section 3.12 constitutes the only representations and warranties made by any of the Sellers with respect to the infringement, misappropriation or other violation of Intellectual Property Rights.

3.13 Sufficiency of Assets. The Purchased Assets constitute all of the assets and properties (tangible and intangible) necessary for the conduct of, and such assets and properties will be sufficient for the Buyer to conduct, the Business in all material respects in the manner in which it was being conducted immediately prior to the Closing and since the Petition Date. None of the Sellers or any of their respective Affiliates or any other Person owns, whether directly or indirectly through another Person, any other property or assets that are used in or related to the Business.

3.14 Environmental Matters. Notwithstanding any provision to the contrary in this Agreement, the representations and warranties contained in Sections 3.7 and 3.8 and this Section 3.14

are the sole and exclusive representations and warranties of such Seller pertaining or relating to matters arising under or with respect to Environmental Laws, Environmental Conditions, Environmental Liabilities or any other environmental, health or safety matter. Except as set forth on Schedule 3.14, (a) such Seller, with respect to the Purchased Assets and Business, is and, for the past three (3)-year period immediately preceding the Execution Date, has been in compliance in all material respects with Environmental Laws; (b) such Seller has not received any unresolved written notice from any Governmental Authority or third party in the three (3)-year period immediately preceding the Execution Date alleging that a material violation of Environmental Law has occurred at any Purchased Real Property or in connection with the Purchased Assets or Business; (c) to the Knowledge of such Seller, there has been no unpermitted Release of Hazardous Materials by such Seller in, on or at the Purchased Real Property that requires any material Remediation pursuant to Environmental Law; and (d) such Seller has not entered into and is not a party (directly or as a successor-in-interest) to, any written agreement with any Governmental Authority that (i) is in effect as of the Execution Date, (ii) is based on any Environmental Laws that relate to the present or future use of any of the Purchased Real Properties, Purchased Assets or Business, and (iii) requires any payment of any material penalty or material Remediation of the Purchased Real Properties.

3.15 Employee Benefit Plans.

(a) Schedule 3.15(a) sets forth a true and complete list of each Employee Plan and separately denotes each Assumed Plan.

(b) With respect to each Assumed Plan, the Sellers have made available to the Buyer true and complete copies, as applicable, of (i) each Assumed Plan (or, if not written, a written summary of its material terms), including all plan documents, any trust instruments and/or insurance contracts or other funding vehicles, if any, forming a part thereof and all amendments thereto, (ii) the most recent summary plan description, including any summary of material modifications, (iii) the most recent actuarial report or other financial statement relating to such Assumed Plan, (iv) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service and any pending application for such a letter, and (v) all material records, notices and filings concerning audits or investigations by a Governmental Authority relating to employees or Assumed Plans.

(c) Each Assumed Plan is and has been maintained, funded, operated and administered in all material respects in compliance with (i) the terms of such Assumed Plan and (ii) all applicable Laws (including the applicable requirements of ERISA and the Code).

(d) No Assumed Plan is, and neither Seller nor any of its ERISA Affiliates sponsors, maintains, contributes to or has any obligation to contribute to, or has at any time sponsored, maintained, contributed to or had any obligation to contribute to, or has any Liability, whether actual or contingent, with respect to any (i) "multiemployer plan" within the meaning of Section 3(37) of ERISA, (ii) plan maintained by more than one employer within the meaning of Section 413 of the Code, or (iii) single

employer plan or other pension plan subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code.

(e) No Assumed Plan provides, and neither Seller has any obligation to provide, health, dental, prescription, accident, disability, life insurance, death or other welfare benefits to any Business Employee, or the spouses, dependents or beneficiaries thereof, beyond the termination of employment or service or retirement of such Business Employee, other than as required under COBRA or other applicable state Law.

(f) Except as set forth on Schedule 3.15(f), neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, either alone or in combination with another event (whether contingent or otherwise), will (i) entitle any Business Employee to any payment or benefit; (ii) increase the amount or value of any payment, compensation or benefits due to any such Business Employee; or (iii) accelerate the vesting, funding or time of payment or delivery of any compensation, equity award or other benefit.

(g) There are no claims or investigations pending or, to the Knowledge of the Sellers, threatened against any of the Assumed Plans or the assets, fiduciaries or administrators thereof (other than routine benefit claims in the ordinary course). There has not been any "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) with respect to any Assumed Plan or the assets thereof.

(h) There is no Assumed Plan or other Contract, agreement, plan or arrangement to which either Seller is party that requires either Seller to pay a Tax gross-up to any Business Employee, including with respect to any Tax-related payments under Section 409A of the Code or Section 4999 of the Code.

(i) No employee benefit plan maintained, sponsored or contributed to by the Sellers or their respective ERISA Affiliates in the six (6)-year period preceding the Closing Date is or has been subject to the minimum funding requirements of Section 412 of the Code or subject to Title IV of ERISA.

3.16 Labor and Employment.

(a) The Sellers have made available a true, correct, and complete list, of each employee and all individual independent contractors who provide services to the Business as of the date hereof, and sets forth for each such individual the following: (i) name; (ii) location of employment (including state); (iii) title or scope of service (including whether full or part time); (iv) hire date; (v) current annual base compensation rate or base hourly rate, as applicable; (vi) commission or bonus; (vii) classification as an employee or independent contractor, (viii) if an employee, classification as exempt or non-exempt; and (ix) employment status as active or on leave.

(b) The Business is not a party to, or bound by, any collective bargaining agreement, contract or other agreement or understanding with a trade or labor union, works council, or other bargaining unit representative (each, a "**Union**," and such an agreement or arrangement with a Union, a "**Labor Agreement**"), nor are there any negotiations or discussions currently pending or occurring between the Business and any Union regarding any Labor Agreement. There are no Unions representing or purporting to represent any employee of the Business. There are, and in the past two (2) years there has been, no organizational efforts or activities with respect to the formation of a Union, and no representation proceedings or petitions seeking a representation proceeding presently pending or threatened involving any employee or groups of employees of the Business to be brought or filed with the National Labor Relations Board or other labor relations tribunal.

3.17 Broker's or Finder's Fees. Such Seller has not incurred any liability, contingent or otherwise, for brokers', bankers', brokerage, financial advisory, finders' or other similar fees or commissions in respect of the Transactions for which the Buyer or any of its Affiliates will have any responsibility whatsoever.

3.18 Tax Matters.

(a) All material Tax Returns relating to the Purchased Assets or the Business that are required by applicable Law to be filed by or with respect to a Seller have been timely filed (taking into account any valid extension of time within which to file), and all such Tax Returns are true, complete, and accurate in all material respects. There are no Liens on any Purchased Asset or the Business for Taxes (other than for current Taxes not yet due and payable).

(b) Each Seller has timely paid all material Taxes relating to the Purchased Assets or the Business due and owing by it, including any material Taxes required to be withheld from amounts owing to, or collected from, any employee, independent contractor, creditor, customer, shareholder or other third party.

(c) No deficiencies for material Taxes relating to the Purchased Assets or the Business have been claimed, proposed or assessed by any Governmental Authority in writing against a Seller or any Affiliates of the Sellers, except for deficiencies which have been fully satisfied by payment, settled or withdrawn.

(d) There are no audits, examinations, investigations, contests, or other proceedings ongoing or pending against or with respect to any Seller in respect of any material Taxes relating to the Purchased Assets or the Business, and no written notification has been received by any Seller that such an audit, examination, investigation or other proceeding has been proposed, except for any written notification which has been fully satisfied by payment, settled or withdrawn. Within the last three (3) years, no Seller has received any written claim made by a Governmental Authority in a jurisdiction where such Seller does not file Tax Returns with respect to the Purchased Assets or the Business that it is or may be subject to taxation by that

jurisdiction relating to the Purchased Assets or the Business, except for any written claim which has been fully satisfied by payment, settled or withdrawn.

(e) No Purchased Asset (i) is property required to be treated as owned by another person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii) constitutes "tax-exempt use property" within the meaning of Section 168(h) of the Code, (iii) is "tax-exempt bond financed property" within the meaning of Section 168(g) of the Code, (iv) secures any debt the interest of which is tax-exempt under Section 103(a) of the Code or (v) is subject to a 467 rental agreement as defined in Section 467 of the Code.

(f) No Purchased Asset represents an interest in a partnership or other entity for any applicable Tax purposes.

3.19 Title to Tangible Personal Property. The Sellers have sole and exclusive good and valid title to, or has exclusive good and valid leasehold interests in, all material tangible personal property primarily related to the Business (including all Purchased Assets) (other than the Excluded Assets), free and clear of all Encumbrances other than Permitted Encumbrances and Sale Order Encumbrances, and except (a) to the extent that such Encumbrances will not be enforceable against such tangible personal property following the Closing in accordance with the Sale Order, or (b) as has not had, or would not reasonably be expected to result in, a Material Adverse Effect. The Purchased Assets are (to the extent applicable) in good operating condition (ordinary wear and tear excepted) and are adequate for the uses to which they are being put, and none of such tangible Purchased Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs.

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3.20 Water Rights. The Sellers control by way of lease, ownership, and agreement, and the Sellers have the sole right to appropriate and use, all Water Rights necessary in the quantities and quality required to develop and operate the Pumpkin Hollow project, including the underground mine, except as would not, reasonably be expected to have a Material Adverse Effect. All Water Rights leased, owned, and controlled by the Sellers or their respective Affiliates in connection with the Purchased Assets and the Business are (a) in good standing on the records of the Nevada State Engineer; (b) free and clear of all Encumbrances; and (c) up to date on all annual filings, fees, and reports required by Laws, Contract, or otherwise to keep the Water Rights in good standing, except where the failure to do so would not, reasonably be expected to have a Material Adverse Effect.

3.21 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III (as supplemented or modified by the Schedules and/or the Seller SEDAR+ Reports (excluding any disclosures in "risk factors," "quantitative and qualitative disclosures about market risk" or otherwise relating to "forward-looking statements" or any other similar types of disclosures that are cautionary, predictive or forward-looking in nature, which disclosures relate to general matters rather than specific statements about the NCU or its assets)) or any other Transaction Documents, none of the Sellers or any of their respective Affiliates or representatives makes any other express or implied representation or warranty with respect to the Sellers, the Purchased Assets, the

Assumed Liabilities or the Transactions and the Sellers disclaim any other representations or warranties, whether made by the Sellers, any Affiliate of the Sellers, or any of the Sellers or their Affiliates' respective representatives. Except for the representations and warranties contained in this Article III (as supplemented or modified by the Schedules and/or the Seller SEDAR+ Reports (excluding any disclosures in "risk factors," "quantitative and qualitative disclosures about market risk" or otherwise relating to "forward-looking statements" or any other similar types of disclosures that are cautionary, predictive or forward-looking in nature, which disclosures relate to general matters rather than specific statements about the NCU or its assets)) or any other Transaction Documents, the Sellers (a) expressly disclaim and negate any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of conformity to models or samples of materials) and (b) disclaim all Liabilities and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to the Buyer or its Affiliates or representatives (including any opinion, information, projection, or advice that may have been or may be provided to the Buyer by any representative of the Sellers or any of their Affiliates).

ARTICLE IV
BUYER'S REPRESENTATIONS AND WARRANTIES

The Buyer represents and warrants to the Sellers as of the Execution Date and the Closing Date as follows:

4.1 Organization and Standing. The Buyer is duly formed and in good standing under the Laws of Delaware. To the Buyer's knowledge, the Buyer is in good standing in each jurisdiction in which the nature of the business conducted by the Buyer or the character of the assets owned, leased or used by the Buyer makes such qualification and/or licensing necessary, except as would not have a material adverse effect on the consummation of the Transaction by the Buyer.

4.2 Authorization. The Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the other Transaction Documents and has adequate power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the Transactions. This Agreement is legal, valid and binding with respect to the Buyer and is enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar Laws affecting creditors' rights generally and equitable remedies that are in the discretion of a court.

4.3 No Breach.

(a) The execution, authorization, delivery, performance and consummation of this Agreement and the other Transaction Documents does not and will not: (a) violate, conflict with or constitute a default in any material respect or an event that, with

notice or lapse of time or both, would be a material default, breach or violation under any term or provision of the governing documents of the Buyer; (b) result in a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation under any term or provision of any agreement, contract, promissory note, indenture, mortgage, deed of trust or lease to which the Buyer is a party, except for any such violation, conflict or default that has been waived or consented to by the appropriate counterparty; or (c) violate, conflict with or constitute a breach of any Law applicable to the Buyer or by which the Buyer is bound, except in the cases of clauses (b) and (c) where such default, breach, violation, or conflict would not have a material adverse effect on the consummation of the Transaction by the Buyer.

(b) Except as set forth in Schedule 4.3(b), no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Buyer in connection with the execution and delivery of this Agreement and any other Contract or document to be entered into by the parties hereto, as applicable, at or in furtherance of the Closing or the compliance by the Buyer with any of the provisions thereof, or the consummation of the transactions contemplated thereby, except for entry by the Bankruptcy Court of the Sale Order and by the Canadian Court of the Canadian Recognition Sale Order.

4.4 Litigation. There is no Legal Proceeding pending, or any order, judgment or decree, with respect to which the Buyer has been served or is subject, or to the Buyer's knowledge, threatened in writing against the Buyer or its Affiliates, that questions the validity of this Agreement or any other action taken or to be taken in connection herewith or which would reasonably be likely to materially impair the Buyer's ability to consummate the Transactions and perform the obligations under this Agreement.

4.5 Broker's or Finder's Fees. The Buyer has not incurred any liability, contingent or otherwise, for brokers', bankers', brokerage, financial advisory, finders' or other similar fees or commissions in respect of the Transactions for which the Sellers or any of their Affiliates will have any responsibility whatsoever.

4.6 Sufficiency of Funds; Equity Financing.

(a) The Buyer has received an executed commitment letter (the "**Equity Commitment Letter**") from Kinterra Battery Metals Mining Fund, LP, a Cayman Islands exempted limited partnership (the "**Equity Investor**") for the Equity Investor to commit, subject to the terms and conditions expressly set forth therein, to provide equity financing up to the Commitment (as defined in the Equity Commitment Letter) for the purpose of funding the Required Amount at the Closing (the "**Equity Financing**"). The Equity Commitment Letter has been duly executed by the Buyer and the Equity Investor and is in full force and effect and constitutes the valid and binding obligation of the Buyer and the Equity Investor. As of the date of this Agreement: (i) the Equity Commitment Letter has not been amended, restated, waived or otherwise modified (and no such amendment, restatement, waiver or

modification is contemplated as of the date of this Agreement); and (ii) the commitments contained in the Equity Commitment Letter have not been withdrawn, rescinded, amended, restated or otherwise modified in any respect (and no such withdrawal, rescission, amendment, restatement or modification is contemplated as of the date of this Agreement).

(b) A true, correct and complete copy of the Equity Commitment Letter has been provided to the Sellers at the execution of this Agreement. Except as expressly set forth in the Equity Commitment Letter, there are no conditions or other contingencies to the obligations of the Equity Investor to fund the full amount of the Equity Financing. Except for the Equity Commitment Letter, there are no side letters or other contracts, instruments or other commitments, obligations or arrangements (whether written or oral) related to the funding, investing or use of the Equity Financing, or that would permit the Equity Investor to reduce the amount of the Equity Financing to an amount that is less than the Required Amount, impose additional conditions precedent or otherwise materially affect the availability of the Equity Financing on the Closing Date.

(c) The Buyer has fully paid any and all commitment fees or other fees, expenses, premiums, charges or any other amounts required by the Equity Commitment Letter to be paid on or before the date hereof. As of the date hereof, no event has occurred, which, with or without notice, lapse of time or both, would constitute a default or breach under any term or condition of the Equity Commitment Letter, or otherwise result in any portion of the Equity Financing contemplated thereby to be unavailable or materially delayed (assuming satisfaction of the closing conditions set forth in Article VIII).

(d) As of the date hereof, assuming (A) the accuracy of the representations and warranties set forth in Article III of this Agreement, (B) the Sellers have complied with their obligations under this Agreement, and (C) the Closing conditions set forth in Article VII of this Agreement have been satisfied, the Buyer does not have actual knowledge (after reasonable due inquiry) of any fact or occurrence that (i) would make it unable to satisfy on a timely basis any term or condition of Closing to be satisfied by it or its controlled Affiliates contained in the Equity Commitment Letter or (ii) would make any portion of the Equity Financing required to consummate the Transactions not available to the Buyer on the Closing Date. The Equity Financing, when funded in accordance with the Equity Commitment Letter, will, together with the Deposit, provide the Buyer with cash proceeds in an aggregate amount that will enable the Buyer to (A) pay an amount equal to (x) the Purchase Price, minus (y) the Deposit, minus (z) the amount of the KERP/KEIP Obligations, (B) pay all Cure Costs, KERP/KEIP Obligations and other Assumed Liabilities that are payable at or around the Closing Date and (C) pay all fees and expenses required to be paid by the Buyer or any of its controlled Affiliates in connection with the transactions contemplated by this Agreement and the other Transaction Documents, at or prior to the Closing Date (such amount, the "**Required Amount**").

(e) Assuming (i) the accuracy of the representations and warranties set forth in Article III, (ii) the Sellers have complied with their obligations under this Agreement, and (iii) the conditions set forth in Article VII have been satisfied, upon the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (A) the Buyer will not be insolvent; (B) the Buyer will not be left with unreasonably small capital; (C) the Buyer will not have incurred debts or other Liabilities beyond its ability to pay such debts or other Liabilities as they mature; and (D) the capital of the Buyer will not be impaired.

(f) On the date hereof, the Buyer has delivered to the Sellers a true, complete and fully executed copy of the limited guarantee of the Equity Investor, dated as of the date of this Agreement, in favor of the Sellers, pursuant to which the Equity Investor has guaranteed the amount payable by the Buyer pursuant to Section 12.3 (the "**Limited Guarantee**"). The Limited Guarantee is (i) a legal, valid and binding obligation of the Equity Investor, (ii) enforceable against the Equity Investor in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or similar Laws affecting creditors' rights generally and that equitable remedies are in the discretion of a court, and (iii) in full force and effect. As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach on the part of the Equity Investor under the Limited Guarantee.

4.7 Qualifications.

(a) The Buyer is qualified with all applicable Governmental Authorities to own and operate the Purchased Assets and the Business.

(b) There exist no facts or circumstances that would cause, or be reasonably expected to cause, Buyer and/or its Affiliates not to qualify as a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(c) As of the Closing, Buyer (and, if applicable, each relevant Buyer designee) will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assigned Contracts.

4.8 Funding; Investment. Together with the Deposit, the Buyer has available (through cash on hand or the Equity Financing to be funded pursuant to the Equity Commitment Letter) all of the funds necessary to pay the Required Amount at the Closing in accordance with this Agreement. The Buyer has not incurred any obligation, commitment, restriction or liability of any kind, that would materially impair or materially and adversely affect the availability at the Closing of such funds. The Buyer's ability to consummate the Transactions is not contingent upon its ability to secure financing or to complete any public or private placement of securities prior to or upon Closing. The Buyer (a) is sophisticated in the evaluation, purchase, ownership and operation of Mining businesses and is aware of the risks associated with the purchase, ownership and operation of such businesses; (b) is capable of evaluating, and hereby acknowledges that it has so evaluated, the merits and risks of the Purchased Assets and the Business, ownership and operation thereof and its

obligations hereunder; and (c) is able to bear the economic risks associated with the Purchased Assets and the Business, ownership and operation thereof and its obligations hereunder. In making its decision to enter into this Agreement and to consummate the Transactions, the Buyer (i) has relied or shall rely solely on its own independent review, investigation, inspection and evaluation of the Purchased Assets and the advice of its own legal, Tax, economic, environmental, mining, engineering, geological and geophysical advisors and acknowledges and agrees that (A) it has not been induced by and has not relied upon any representations, promises, guaranties, warranties or statements, whether express or implied, made at any time by the Sellers or any of their respective directors, officers, shareholders, employees, Affiliates, controlling Persons, agents, advisors or representatives or any other Person, whether or not any such representations, promises, guaranties, warranties or statements were made in writing or orally, (B) none of the Sellers or any of their respective, directors, officers, shareholders, employees, Affiliates, controlling Persons, agents, advisors or representatives or any other Person makes or has made any representations, promises, guaranties, warranties or statements, either express or implied, as to the accuracy or completeness of any of the information provided or made available to the Buyer or its directors, officers, employees, Affiliates, controlling Persons, agents or representatives, including any information, document or material provided or made available, or statements made or provided to the Buyer (including its directors, officers, employees, Affiliates, controlling Persons, agents or representatives) in connection with the Transactions, including any such information contained in or provided in "data rooms", management presentations or supplemental due diligence information provided by the Sellers or discussions or access to management of the Sellers; and (C) the information referred to in clause (B) above may include certain projections, estimates and other forecasts and plans and that there are uncertainties inherent in attempting to make such projections, estimates and other forecasts and plans, and the Buyer is familiar with such uncertainties and takes full responsibility for making its own evaluation of the adequacy and accuracy of all such projections, estimates and other forecasts and plans, and any use or reliance by the Buyer on such information referred to in clause (B) above is (or the projections, estimates and other forecasts and plans that may be contained therein) at the Buyer's sole risk; (ii) has satisfied or shall satisfy itself through its own due diligence as to the environmental and physical condition of and contractual arrangements and other matters affecting the Purchased Assets; and (iii) agrees to the fullest extent permitted by Law that none of the Sellers or any of their respective directors, officers, employees, Affiliates, controlling Persons, agents or representatives shall have any Liability or responsibility whatsoever to the Buyer or its directors, officers, employees, Affiliates, controlling Persons, agents or representatives on any basis (including in contract or tort, under Federal or state securities Laws or otherwise) resulting from the distribution to the Buyer or the Buyer's use of any of the information referred to in clause (i)(B) above. Notwithstanding anything to the contrary herein (including this Section 4.8), nothing herein shall limit the Buyer's remedies in respect of Fraud and the Buyer shall be entitled to rely on the representations and warranties contained in Article III of this Agreement and the other Transaction Documents.

4.9 HSR Act. The Buyer represents that no HSR filing is required as a result of the Transactions.

ARTICLE V
COVENANTS

5.1 Access to Information.

5.1.1 Insofar as related to the Purchased Assets, the Assumed Liabilities or the Business from and after the Execution Date, the Sellers will, and will cause their respective Affiliates to, (a) give the Buyer and the Buyer's agents, counsel, financial advisors, auditors and other authorized representatives, upon reasonable notice, reasonable access to the Purchased Real Property, processing plant, underground mine, open pit site area, offices and other facilities and properties of the Business and the books and records of the Sellers relating to the Business; (b) furnish to the Buyer and the Buyer's agents, counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to the Business as such Persons may reasonably request including, for the avoidance of doubt, all written diligence information provided by the Sellers or their respective Affiliates to any Qualified Bidders (as defined in the Bidding Procedures); and (c) instruct the employees, counsel and financial advisors of the Sellers and their Affiliates to cooperate with Buyer in its investigation of the Business; *provided,* that nothing herein will obligate the Sellers to take or permit any actions that would result in any waiver of attorney-client privilege or violate any Law or the terms of any Contract to which the Sellers or any of their Affiliates is a party or to which any assets of Sellers or any of their Affiliates are subject or subject the Sellers or any of their Affiliates to risk of liability; *provided, further,* that the Parties shall use their respective commercially reasonable efforts to obtain the necessary consents or develop an alternative solution so as to not result in the waiver of such privilege or violation of such Law or Contract. Any investigation by the Buyer or its agents and representatives pursuant to this Section 5.1.1 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Sellers. Notwithstanding the foregoing, the Buyer shall not (i) have access to personnel records of the Sellers relating to individual performance or evaluation records, medical histories or other information which in the Sellers' good faith opinion is sensitive or the disclosure of which could subject the Sellers to risk of liability or (ii) without the prior written consent of the Sellers, to be granted or denied at the sole and absolute discretion of the Sellers, conduct or cause to be conducted any sampling, testing or otherwise invasive investigation of the air, soil, surface water, groundwater, or other environmental media, or building materials, of or related to the Business or the Purchased Assets. During any visits to any offices, facilities or other properties of the Sellers permitted by this Section 5.1.1, the Buyer shall comply, and shall cause its representatives to comply, with all safety, health and security rules applicable to the premises being visited. The Sellers shall not be deemed by providing said documents or materials or otherwise to have made any representation or warranty, expressed, implied or statutory, as to the condition of the Purchased Assets or the accuracy of said documents or the information contained therein. The Buyer shall hold all information or data provided or made available by the Sellers or obtained by the Buyer pursuant hereto confidential. In the event this Agreement is terminated prior to the Closing, the

Buyer shall return to the Sellers (or certify the destruction of) all copies of all such information and data, as well as any derivative reports, analysis or other items derived or based on any of such information or data in accordance with the provisions of the Confidentiality Agreement. Without limiting, and subject to, the foregoing provisions of this Section 5.1.1, after the Buyer is determined to be the Successful Bidder, the Sellers shall arrange for one or more site visits, during regular business hours and without undue disruption to the Sellers or the sale process in which they are engaged, for the Buyer and its representatives to the Purchased Real Property following the Buyer's reasonable written request.

5.1.2 The Buyer hereby releases and agrees to indemnify, defend and hold harmless the Seller Indemnified Parties from and against any and all Liabilities (including court costs, expert fees and reasonable and documented out-of-pocket attorneys' fees), including Liabilities attributable to personal injuries, death, or property damage, arising out of or relating to the access to the Purchased Assets by the Buyer and the Buyer's agents and representatives prior to the Closing pursuant to Section 5.1.1. All information obtained by and access granted to the Buyer and the Buyer's agents and representatives under Section 5.1.1 shall be subject to the terms of Section 13.17 and the terms of the Confidentiality Agreement.

5.2 Conduct of Business. Except (a) as set forth on Schedule 5.2, (b) as required to comply with applicable Laws or Permits, or (c) as specifically contemplated in this Agreement, including Section 5.5, from and after the Execution Date until the Closing:

5.2.1 the Sellers shall (taking into account in each case (a) the fact that the Chapter 11 Cases have commenced, (b) the fact that the Business will be operated while in bankruptcy, (c) the fact that the continuing operation of the Business, including payments to suppliers, will be subject to the approval of the Bankruptcy Court, and (d) the need to provide for an orderly wind-down of the Seller's remaining assets after the Closing) use commercially reasonable efforts to (i) preserve in all material respects the Purchased Assets; (ii) comply in all material respects with all Laws applicable to the Business, the Purchased Assets and the Assumed Liabilities; (iii) preserve and maintain in effect all material Permits and Seller Bonds necessary to carry on the Business or for the ownership and use of the Purchased Assets, Owned Real Property and Leased Real Property in the Ordinary Course of Business; and (iv) except as required by applicable Laws or any Governmental Authority, conduct the Business in the Ordinary Course of Business and in compliance in all material respects with all applicable Laws and Permits.

5.2.2 the Sellers will not and will cause their respective Affiliates not to:

(a) enter into any Contract that, if entered into prior to the date hereof, would be a Material Contract or amend or change the terms of any such material agreement, Contract;

(b) acquire or divest any material assets, securities, properties, interests or businesses for the conduct of the Business, tangible or intangible, other than in the Ordinary Course of Business (including in respect of any Inventory or Accounts Receivable);

(c) sell, lease (as lessor), pledge, license, assign, transfer, abandon, allow to prematurely lapse or otherwise dispose of (or permit to become subject to any Encumbrance, other than (i) Permitted Encumbrances and Sale Order Encumbrances, (ii) Encumbrances arising under any Order of the Bankruptcy Court relating to the use of cash collateral (as defined in the Bankruptcy Code) or (iii) Encumbrances arising in connection with any debtor-in-possession financing of the Sellers) any Purchased Assets, in each case, except for (A) non-exclusive licenses granted in the Ordinary Course of Business, (B) the sale of Inventory in the Ordinary Course of Business, (C) the collection of receivables or the payment of payables in the Ordinary Course of Business and (D) the use of prepaid assets or amounts in the Ordinary Course of Business;

(d) amend, enter into, change, supplement, waive (in each case of the foregoing, in any material and adverse respect) or voluntarily terminate any Assigned Contract, in each case other than in the Ordinary Course of Business; *provided,* that the Sellers shall not be required to enter into any extension or amendment with respect to any Assigned Contract that would otherwise terminate prior to the Closing; *provided*, *further*, that the Sellers may take actions with respect to any Assigned Contract that will reduce the amount of Cure Costs owing with respect to such Assigned Contract;

(e) dissolve, liquidate or otherwise terminate its existence in a manner that would delay, prevent or impede the consummation of the Transactions;

(f) amend or modify (whether by merger, consolidation or otherwise) the certificate of incorporation, bylaws or comparable organizational or governing documents of the Sellers or any of their respective Affiliates in a manner that would delay, prevent or impede the consummation of the Transactions;

(g) with respect to the Purchased Assets comprising the Owned Real Property and Leased Real Property, fail to (i) maintain good and valid title to such assets; (ii) timely and properly perform all material obligations and timely and properly make all payments required to maintain the title to such assets in good standing, including the payment of all Taxes, rents, royalties and other obligations; (iii) maintain the assets in substantially the same condition as they were on the Execution Date, and (iv) make all necessary filings required by any Governmental Authority in a timely manner; or

(h) authorize any of the foregoing, or commit or agree to do any of the foregoing.

5.3 Tax Matters.

5.3.1 The Parties agree that: (a) the Sellers shall be allocated and bear all (i) Property Taxes attributable to (A) any Tax period ending before the Closing Date and (B) the

portion of any Straddle Period ending on the day immediately preceding the Closing Date (as determined in accordance with the methodology set forth in Section 5.3.2) and (ii) Other Non-Income Taxes attributable to (A) any Tax period ending on or before the Closing Date and (B) the portion of any Straddle Period ending on the Closing Date (as determined in accordance with the methodology set forth in Section 5.3.2), and (b) the Buyer shall be allocated and bear all (i) Property Taxes arising from or attributable to the Buyer's ownership of the Purchased Assets and operation of the Business for (A) any Tax period beginning on or after the Closing Date and (B) the portion of any Straddle Period beginning on the Closing Date (as determined in accordance with the methodology set forth in Section 5.3.2) and (ii) Other Non-Income Taxes arising from or attributable to the Buyer's ownership of the Purchased Assets and operation of the Business for (A) any Tax period beginning after the Closing Date and (B) the portion of any Straddle Period beginning after the Closing Date (as determined in accordance with the methodology set forth in Section 5.3.2).

5.3.2 For purposes of determining the allocations described in Section 5.3.1 with respect to any Straddle Period: (A) in the case of any ad valorem, or property Taxes ("**Property Taxes**") imposed on a periodic basis, on a per-diem basis as though the taxable year terminated at the close of business on the day immediately preceding the Closing Date, and (B) in the case of all other Non-Income Taxes (other than Transfer Taxes) ("**Other Non-Income Taxes**"), as though the taxable year terminated at the close of business on the Closing Date.

5.3.3 The Parties shall, and shall cause their respective Affiliates to, cooperate on a reasonable basis with each other in connection with the preparation of any Tax Returns or participating in or conducting any audit or other proceeding, in each case, in respect of Non-Income Taxes, including by making available to the other Party all information, records and documents relating to Non-Income Taxes that are reasonably requested by such other Party.

5.4 Permit and Surety Bond Matters.

5.4.1 To the extent permitted by applicable Law (including applicable Environmental Laws) and the terms and conditions of the applicable Permit, from and after the Closing until the appropriate Governmental Authority approves the transfer of the Permits to the Buyer but in any case no longer that forty-five (45) days following the Closing Date (such period, the "**Permit Transition Period**"), subject to the Buyer's compliance with this Section 5.4, the Sellers grant the Buyer the right to conduct mining operations as the designated operator under the Permits. To the extent permitted by applicable Law, the Buyer shall prepare, at its sole cost and expense, but with the commercially reasonable cooperation and assistance of the Sellers and their respective Affiliates during regular business hours and without undue disruption to the Sellers as reasonably requested by the Buyer in writing, make such filings, applications, notices or delivery of any other documents as necessary to give effect to the foregoing arrangement during the Permit Transition Period and to transfer the Transferred Permits (which applications shall include the

necessary applications, notices, forms and other documents to appoint the Buyer as the designated operator on the Transferred Permits with the appropriate Governmental Authority). The Sellers shall, and shall cause their respective Affiliates to, cooperate with and provide reasonable assistance to the Buyer and its representatives in connection with such preparation and such applications shall be reasonably satisfactory to the Sellers. As promptly as practicable, the Buyer shall properly file all applications required to transfer the Transferred Permits from the Sellers to the Buyer with the appropriate Governmental Authority (except for any applications which may not be filed prior to the Buyer being party to a fully executed surety agreement, which shall be properly filed promptly after the applicable surety agreement is executed in accordance with this Agreement). From and after the Closing, the Buyer and the Sellers shall (and the Sellers shall cause their respective Affiliates to) each use commercially reasonable efforts to pursue the prompt transfer of the Transferred Permits to the Buyer. The Sellers agree to, and to cause their respective Affiliates to, provide the cooperation reasonably requested by the Buyer to procure the transfer of the Transferred Permits.

5.4.2 During the Permit Transition Period, (a) the Sellers shall keep such Permits valid and in full force and effect, and comply with all applicable Laws; (b) the Buyer shall comply with all applicable Laws required to maintain the validity of the Permits; and (c) the Buyer shall be solely responsible (including all required remedial measures or abatement actions) for all Liabilities related to the Permits that arise from the actions or omissions of the Buyer while operating under such Permits during the Permit Transition Period, except where a failure to do so would not have a Material Adverse Effect. The Buyer shall reasonably promptly deliver to the Sellers written notice of any such Liability. In the event that the Buyer fails to promptly cure any such matters, the Sellers shall have the right, but not the obligation, to cure such matters (including right of entry onto the applicable Purchased Assets). The Buyer shall reasonably promptly reimburse the Sellers for all reasonable and documented out-of-pocket fees, costs and expenses (including reasonable and documented out-of-pocket legal fees, costs and expenses) of any such cure and indemnify, defend, and hold each of the Sellers harmless against any Liabilities that the Sellers may incur relating to or arising out of such cure.

5.4.3 The Buyer shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary (including under all Laws) as promptly as reasonably practicable after the date hereof in order to, and shall on the Closing Date, put in place the Required Bonding, including such Required Bonding in form and substance required by any Governmental Authority to replace and release or terminate all Seller Bonds attached to any Transferred Permits (it being understood that the actual replacement and release or termination of such Seller Bonds, including with respect to the required timing thereof, shall be governed by the last sentence of this Section 5.4.3). In furtherance of the foregoing, the Buyer shall, subject to receipt of any required regulatory approval, following the Closing and in any event on or prior to the expiration of the Permit Transition Period, cause each Seller to be released in respect of all obligations under any guarantee, indemnity, surety bond, letter of credit, cash deposit, keepwell agreement, consumer financing

arrangement, or other similar commitment, understanding, agreement or obligation arising in connection with the Transferred Permits, other than the Seller Bonds (the release of which and required timing thereof shall be governed by the last sentence of this Section 5.4.3). From and after the Closing, the Buyer shall be solely responsible for the maintenance of the Required Bonding, and will take, or cause to be taken, such actions as are necessary to return, or cause the return, to the Sellers of any of the Sellers' property pledged in respect of the Seller Bonds.From and after the Closing, each Party shall take all actions reasonably necessary to secure the termination of the Seller Bonds promptly and by no later than the expiration date of the Permit Transition Period, including (a) the termination of the underlying bond agreements (and related instruments) related to the Seller Bonds and any Transferred Permits, and (b) the prompt release to the Sellers of any collateral securing the Seller Bonds.

5.4.4 Without limiting any other provision of this Section 5.4, from and after the Closing, the Buyer shall remain liable for the Assumed Liabilities related to the Transferred Permits prior to the approval by the applicable Governmental Authority for the transfer of such Transferred Permits to the Buyer.

5.5 Bankruptcy Court Matters.

5.5.1 The Sellers and NCI, as applicable, shall take such actions as may be reasonably necessary to (a) obtain entry of the Stalking Horse Order, the Sale Order, the Canadian Stalking Horse Order and the Canadian Recognition Sale Order, (b) cause the Stalking Horse Order, the Sale Order, the Canadian Stalking Horse Order and the Canadian Recognition Sale Order to become Final Orders, and (c) consummate the Transactions, in each case, in accordance with this Agreement. The Sellers shall comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bidding Procedures Order, in obtaining entry of the Stalking Horse Order and Sale Order. The Sellers shall not seek any modification to the Stalking Horse Order or the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Sellers' Chapter 11 Cases have been appealed, in each case, without the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed). The Sellers shall not seek any modification to the Canadian Stalking Horse Order or the Canadian Recognition Sale Order by the Canadian Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Sellers' Canadian Recognition Proceedings have been appealed, in each case, without the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed).

5.5.2 The Buyer and the Sellers acknowledge that this Agreement and the sale of the Purchased Assets and assumption and assignment of the Applicable Contracts are subject to Bankruptcy Court and Canadian Court approval. The Buyer and the Sellers acknowledge that (a) to obtain such approval and to satisfy the Sellers' fiduciary duties to all applicable stakeholders in accordance with applicable Law, the Sellers must demonstrate that they have taken reasonable steps to obtain the

highest or otherwise best offer possible for the Purchased Assets, and that such demonstration shall include giving notice of the Transactions to creditors and other interested parties as ordered by the Bankruptcy Court and the Canadian Court and, potentially, conducting the Auction; and (b) the Buyer may be required to provide adequate assurance of future performance under Section 365 of the Bankruptcy Code with respect to the Applicable Contracts, and to the extent that the Bankruptcy Court rules or otherwise determines that such adequate assurance of future performance is not provided with respect to an Applicable Contract, then such Applicable Contract will be excluded from the Purchased Assets and included in the Excluded Assets.

5.5.3 In the event an objection is made or an appeal is taken or leave to appeal is sought or a stay pending appeal is requested with respect to the Stalking Horse Order, the Sale Order, the Canadian Stalking Horse Order, or the Canadian Recognition Sale Order, the Sellers shall take all action as may be commercially reasonable and appropriate to defend against such objections, appeal, motion for leave, petition, stay request, or motion, and the Buyer shall reasonably cooperate in such efforts.

5.5.4 The Bidding Procedures, which may not be modified without the prior written consent of the Buyer, shall be employed with respect to this Agreement. The Buyer agrees and acknowledges that the Sellers, including through their representatives, subject to Section 5.5.12, are and may continue soliciting inquiries, proposals or offers from Third Parties for the Purchased Assets (and negotiating the terms of such proposals or offers) in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order. The Sellers shall provide the Buyer with information regarding Qualified Bids (as defined in the Bidding Procedures) and the sale process as required by the Bidding Procedures.

5.5.5 Without limiting the requirements of Sections 5.5.1 through 5.5.4, from and after the Execution Date and through the earlier to occur of the Closing or the termination of this Agreement in accordance with Article XII, the Sellers and the Buyer agree to:

(a) use commercially reasonable efforts to support and take all steps reasonably necessary and desirable to consummate the Transactions in accordance with this Agreement prior to the Outside Termination Date;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Transactions, support and take all steps reasonably necessary and desirable to address any such impediment;

(c) negotiate in good faith and use commercially reasonable efforts to execute and deliver the definitive documents and any other required agreements to effectuate and consummate the Transactions;

(d) consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court or Canadian Court in connection with, and which might

reasonably affect the Bankruptcy Court's or Canadian Court's approval of, the Stalking Horse Order, the Sale Order, the Canadian Stalking Horse Order and/or the Canadian Recognition Sale Order, including, sharing in advance of filing any drafts thereof and the Seller shall promptly provide the Buyer and its outside legal counsel with copies of all notices, filings and order of the Bankruptcy Court or Canadian Court that Seller has in its possession (or receives) pertaining to the Stalking Horse Order, the Sale Order, the Canadian Stalking Horse Order, the Canadian Recognition Sale Order, or any other order related to the Transaction;

(e) consult and negotiate in good faith with material stakeholders, and their advisors regarding the execution of definitive documents and the implementation of the Transactions;

(f) consult with each other regarding any modifications to the Bidding Procedures; and

(g) take all actions necessary to ensure that the automatic stay under Section 362 of the Bankruptcy Code and the stay imposed by the Canadian Court in the Canadian Recognition Proceeding remain in effect as regards the Purchased Assets through the Closing such that no creditor of Sellers may foreclose on any material portion of the Purchased Assets prior to the Closing.

5.5.6 Without limiting the requirements of Sections 5.5.5 through 5.5.10, from and after the Execution Date and through the earlier to occur of the Closing or the termination of this Agreement in accordance with Article XII, the Sellers agree to:

(a) use commercially reasonable efforts to obtain any and all required regulatory and/or Third Party approvals for the Transactions; and

(b) upon reasonable request of the Buyer, inform the Buyer and its advisors as to: (i) the material business and financial (including liquidity) performance of the Sellers and (ii) the status and progress of the Transactions.

5.5.7 Without limiting the requirements of Sections 5.5.5 through 5.5.10, from and after the Execution Date and through the earlier to occur of the Closing or the termination of this Agreement in accordance with Article XII, the Buyer agrees to use commercially reasonable efforts to:

(a) promptly take all actions as are reasonably requested by Sellers to assist in obtaining the Bankruptcy Court's entry of the Sale Order and the Canadian Court's entry of the Canadian Recognition Sale Order, and any other Order reasonably necessary in connection with the Transactions as promptly as practicable, including furnishing affidavits, financial information, or other documents or information for filing with the Bankruptcy Court and/or the Canadian Court and making such employees and advisors of Buyer and its Affiliates available to testify before the Bankruptcy Court and/or the Canadian Court for the purposes of, among other things, providing necessary assurances of performance, by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section

363(m) of the Bankruptcy Code, as well as demonstrating Buyer's ability to pay and perform or otherwise satisfy any Assumed Liabilities following the Closing;

(b) appear formally or informally in the Bankruptcy Court and/or the Canadian Court if reasonably requested by Sellers or required by the Bankruptcy Court and/or the Canadian Court in connection with the Transactions and keep the Sellers reasonably apprised of the status of material matters related to this Agreement;

(c) provide adequate assurance of future performance as required under section 365 of the Bankruptcy Code for the Assigned Contracts; and

(d) take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been a sufficient demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's advisors available to testify before the Bankruptcy Court.

5.5.8 Notwithstanding anything to the contrary in this Agreement, including this Section 5.5.8, the Sellers' obligations hereunder are subject in all respects to their obligations as debtors in possession, including their fiduciary obligations to their bankruptcy estates, and nothing in this Agreement shall require any director or officer of either Seller to violate such director's or officer's fiduciary duties to such Seller or its estate. No action or inaction on the part of any director or officer of either Seller that such director or officer reasonably believes is required by such director's or officer's fiduciary duties to such Seller shall be limited or precluded by this Agreement. For the avoidance of doubt, nothing in this Section 5.5.8 shall relieve the Sellers of their obligations under this Agreement or modify the Buyer's remedies for breach of this Agreement by the Sellers.

5.5.9 If an Auction is conducted and the Sellers choose an Other Successful Bidder and choose the Buyer as the Backup Bidder, the Buyer will serve as the Backup Bidder. If the Buyer is chosen as the Backup Bidder, the Buyer will be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as may be amended with the Buyer's written consent prior to or at the Auction) open and irrevocable as required by the Bidding Procedures. If the agreement with the Other Successful Bidder is terminated prior to the Closing, the Buyer will be deemed to be the Successful Bidder and will forthwith consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be amended with the Buyer's written consent prior to or at the Auction).

5.5.10 The Sellers shall apply the Deposit to the Purchase Price or return the Deposit to the Buyer (as applicable) in accordance with the Bidding Procedures, the Escrow Agreement and this Agreement. Any instructions provided by the Sellers to the Escrow Agent in respect of the Deposit shall be consistent with the Bidding Procedures and this Section 5.5.10, in all respects.

5.5.11 As promptly as practicable after the execution of this Agreement, and not later than August 10, 2024, the Sellers will file with the Bankruptcy Court a notice pursuant to the Bidding Procedures Order in form and substance acceptable to the Buyer in all respects seeking entry of the Stalking Horse Order and making effective the Bankruptcy Court's authorization of the observance and performance of the terms of Section 12.1.5(a), Section 12.1.5(c), Section 12.1.6(a) or Section 12.1.6(b) by the Sellers and the Buyer (the "**Stalking Horse Notice**"). Upon entry of the Stalking Horse Order, the Sellers shall take appropriate steps to have the Stalking Horse Order recognized by the Canadian Court in the Canadian Recognition Proceeding.

5.5.12 During the period commencing on the date of this Agreement and continuing until the earlier to occur of the termination of this Agreement pursuant to Article XII and the entry of the Stalking Horse Order, the Sellers shall not, and shall cause their Affiliates and their and their Affiliates' respective employees, consultants, agents, advisors and representatives not to, (a) solicit or knowingly encourage the submission of any proposals, indications of interests or inquiries with respect to a "stalking horse" agreement with respect to the Purchased Assets (a "**Stalking Horse Agreement**") by any Person (other than the Buyer and its Affiliates and its and their respective representatives), (b) discuss or negotiate the terms of any Stalking Horse Agreement, or any written or oral proposal, indication of interest, memorandum of understanding or similar document with respect to a Stalking Horse Agreement, with any Person (other than the Buyer and its Affiliates and its and their respective representatives), or (c) enter into a Stalking Horse Agreement or any memorandum of understanding or similar document with respect to a Stalking Horse Agreement.

5.6 Limitations on Representations and Warranties.

5.6.1 **EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE SELLERS IN ARTICLE III, THE BUYER ACKNOWLEDGES THAT THE SALE OF THE PURCHASED ASSETS IS ON AN "AS IS" AND "WHERE IS" BASIS. WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE SELLERS IN ARTICLE III, THE BUYER ACKNOWLEDGES THAT THE SELLERS HAVE NOT MADE, AND THE SELLERS HEREBY EXPRESSLY DISCLAIM AND NEGATE ANY OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), AND THE BUYER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON AND EXPRESSLY WAIVES, ANY SUCH OTHER REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE), OR ANY STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE BUYER OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES**

OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE BUYER BY ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, EQUITY OWNER, CONSULTANT, REPRESENTATIVE OR ADVISOR OF EITHER SELLER OR ANY OF THEIR AFFILIATES).

5.6.2 **FURTHER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLERS IN ARTICLE III, THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE) AS TO (A) TITLE OF THE PURCHASED ASSETS, (B) EXTRACTION OR MINING RATES, RETREATMENT OPPORTUNITIES OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF MINERALS, IF ANY, ATTRIBUTABLE TO THE PURCHASED ASSETS OR THE SELLERS' INTEREST THEREIN, (C) THE CONTENTS, CHARACTER, NATURE, ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO THE BUYER BY OR ON BEHALF OF THE SELLERS, INCLUDING (I) ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY MINERAL, MINING OR EXTRACTION CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE PURCHASED ASSETS, (II) ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, AND (III) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO THE BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (D) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PURCHASED ASSETS, AND (E) ANY ESTIMATES OF THE VALUE OF THE PURCHASED ASSETS OR FUTURE REVENUES GENERATED BY THE PURCHASED ASSETS.**

5.6.3 **EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLERS IN ARTICLE III IN THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS TO WHICH THE SELLERS ARE A PARTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLERS EXPRESSLY DISCLAIM AND NEGATE, AND THE BUYER HEREBY WAIVES, AS TO PERSONAL PROPERTY, REAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PURCHASED ASSETS (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B)**

ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (D) ANY RIGHTS OF THE BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (E) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (F) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (G) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS (INCLUDING HAZARDOUS MATERIALS) INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF THE BUYER AND THE SELLERS THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN ARTICLE III, THE PERSONAL PROPERTY, REAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND OTHER PURCHASED ASSETS IN WHICH THE SELLERS HAVE ANY INTEREST ARE BEING ACCEPTED BY THE BUYER, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND THE BUYER REPRESENTS TO THE SELLERS THAT THE BUYER WILL MAKE OR CAUSE TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND OTHER PURCHASED ASSETS AS THE BUYER DEEMS APPROPRIATE.

5.6.4 **THE SELLERS AND THE BUYER AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN SECTIONS 5.6.1 THROUGH 5.6.3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY LAW, RULE OR ORDER.**

5.7 Regulatory Matters.

5.7.1 The Buyer and the Sellers shall cooperate with each other in connection with resolving any investigation or other inquiry of the Federal Trade Commission (the "**FTC**"), the Antitrust Division of the United States Department of Justice (the "**Antitrust Division**") or any other Governmental Authority under any Antitrust Laws with respect to the Transactions. Each of the Sellers, on the one hand, and the Buyer on the other hand, shall use reasonable best efforts to furnish to the other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transactions and will promptly inform the other of any oral communication with, and provide copies of written communications with, any Governmental Authority regarding any such filings or the Transactions. No Party will independently participate in any substantive meeting or communication with any Governmental Authority in respect of any such investigation or other inquiry without giving the Buyer sufficient prior notice of the

meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and/or participate in such substantive meeting or communication. Subject to applicable Law, the Parties shall consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under any applicable Antitrust Laws. The Sellers and the Buyer may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.7 as "outside counsel only". Such materials and the information contained therein will be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (the Sellers or the Buyer, as the case may be). Any material provided to the other under this Section 5.7 may also be redacted (a) to remove references concerning the valuation of the Business or the Business, (b) as necessary to comply with contractual arrangements, (c) as necessary to comply with legal requirements, and (d) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. The Buyer and the Sellers shall in good faith jointly determine the strategy to be pursued for resolving any investigation or other inquiry of any Governmental Authority; but for the avoidance of doubt, Buyer shall lead the effort to obtain, all requisite consents, approvals, actions or non-actions under any applicable Antitrust Laws.

5.7.2 Each Party shall use its reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the Transactions under the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition (collectively, the "**Antitrust Laws**"). In connection therewith, if any Legal Proceeding is instituted (or threatened to be instituted) challenging any transaction contemplated by this Agreement is in violation of any Antitrust Law, each Party hereto will cooperate and use its reasonable best efforts to contest and resist any such Legal Proceeding, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the Transactions, including by pursuing all available avenues of administrative and judicial appeal and all available legislative action, unless, by mutual agreement, the Buyer and the Sellers decide that litigation is not in their respective best interests. Each Party shall use its reasonable best efforts to take such action as may be required to obtain the consents, approvals, actions or non-actions under any applicable Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. In connection with and without limiting the foregoing, each Party hereto agrees to use its reasonable best efforts to promptly take any and all steps necessary to avoid or eliminate each and every impediment under any Antitrust Laws that may be asserted by the FTC,

the Antitrust Division or any other Governmental Authority under any Antitrust Laws, so as to enable the parties to close the Transactions as expeditiously as possible.

5.7.3 For the avoidance of doubt, in no case shall the Buyer be required to offer, agree to, or execute settlements, undertakings, consent decrees, divestitures, behavioral remedies, stipulations or other agreements with any Governmental Authority that relate to or adversely impact any investment fund, investment vehicle, or management or advisory entity managed by, advised by, managing, advising, or affiliated with any Buyer and its Affiliates. The Buyer shall not, and shall ensure that its Affiliates do not, engage in any mergers, acquisitions, or similar transactions involving assets or businesses related to the purchase, sale or mining of copper within the State of Nevada that would be reasonably expected to materially delay, impede, or prevent the timely closing of the Transactions pursuant to this Agreement.

5.8 Assigned Contracts; Cure Costs.

5.8.1 At the Closing, the Buyer shall pay, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, any and all costs or expenses that are required to be paid under Sections 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code, as applicable, to cure any defaults in connection with the assumption and assignment of the Assigned Contracts (such costs or expenses required to be paid by the Buyer, the "**Cure Costs**"). The Buyer shall pay all Cure Costs in cash at such time as is provided in the preceding sentence, or as otherwise agreed between the Buyer and the counterparty to any Assigned Contract. Neither the Buyer nor any Affiliates of the Buyer shall be required to make any payment of Cure Costs for, and neither the Buyer nor any Affiliates of the Buyer shall assume or have any obligation for any Liabilities with respect to, any Excluded Contract.

5.8.2 Subject to the procedures set forth in the Bidding Procedures Order, including the Buyer's rights to subsequently amend such designations, and in any event, prior to 5:00 pm Pacific Time on September 6, 2024, the Buyer will deliver to the Sellers schedules of the Applicable Contracts to be assumed by the Seller and assigned to the Buyer (as Assigned Contracts) at the Closing. Any Applicable Contracts that are not set forth on such list of Applicable Contracts to be assumed shall be Excluded Contracts and shall be an Excluded Asset for all purposes hereof.

5.8.3 The Buyer acknowledges that Sellers shall deliver written notices (the "**Initial Contract Notices**") of the potential assignments of the Applicable Contracts then known to the Sellers and the proposed Cure Costs for each such Contract (consistent with the Sellers' good-faith estimates of such Cure Costs at the times such Initial Contract Notices were delivered) to all non-debtor parties to such Applicable Contracts in a manner consistent with the terms of the Bidding Procedures Order. To the extent the Sellers identify additional Applicable Contracts following the delivery of the Initial Contract Notices, the Sellers shall, as promptly as is practicable, deliver written notice (each, a "**Supplemental Contract Notice**" and,

together with the Initial Contract Notice, the "**Contract Notices**") to the counterparties to such Applicable Contracts of the potential assignment of such Applicable Contracts and the proposed Cure Costs for such Applicable Contracts, in substantially the same form as the Initial Contract Notices. To the extent that any objections are received from such non-debtor parties in response to such Contract Notices, the Sellers shall take all reasonably necessary actions (excluding providing any payment of Cure Costs unless funded by the Buyer) to resolve such disputes with the applicable non-debtor party, and all such resolutions with respect to any Applicable Contract shall be acceptable to the Buyer, in its reasonable discretion.

5.8.4 At any time prior to the Designation Deadline, the Buyer shall have the right, which may be exercised in the Buyer's sole discretion, to provide written notice to the Sellers of the Buyer's election to designate any Applicable Contract (including any Applicable Contract that is an Assigned Contract immediately before such designation) (a) as an Excluded Contract and upon such designation such Contract shall constitute an Excluded Contract and, if applicable, shall cease to constitute an Assigned Contract or (b) to the extent not already rejected pursuant to an order of the Bankruptcy Court, as an Assigned Contract and upon such designation such Applicable Contract shall constitute an Assigned Contract and shall cease to constitute an Excluded Contract. If an Applicable Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Applicable Contract that has not been resolved to the mutual satisfaction of the Buyer and the Sellers prior to the Designation Deadline, then such dispute shall be heard by the Bankruptcy Court at the Sale Hearing (or at a later date as fixed by the Bankruptcy Court); *provided* that, if the only dispute outstanding with respect to an Applicable Contract is a cure dispute, then the Debtors may, subject to the Buyer's prior written consent, assume and assign such Applicable Contract to the Buyer, and the Debtors shall segregate an amount of Cure Costs sufficient to pay the amount asserted by the applicable counterparty, pending resolution of the cure dispute to no later than the earliest of (i) the date on which such dispute has been resolved to the mutual satisfaction of the Buyer and the Sellers, (ii) the date on which such Applicable Contract is deemed rejected by operation of Sections 365(d)(4) or 1123(b)(2) of the Bankruptcy Code or the Buyer elects to re-designate such Applicable Contract as an Excluded Contract in accordance with this Section 5.8.4, as applicable, or (iii) the date required by the Bankruptcy Court in the Sale Order. Notwithstanding anything to the contrary in the foregoing, in the event that any Applicable Contract is subject to a cure dispute or other dispute as to the assumption or assignment of such Applicable Contract and the Bankruptcy Court determines the Cure Cost of such Applicable Contract in an amount unacceptable to the Buyer, then the Buyer may, within (1) Business Day of such determination by the Bankruptcy Court, elect to re-designate such Applicable Contract as an Excluded Contract, and the Seller shall, if requested by the Buyer, reject such contract. The election form executed and delivered pursuant to Section 5.8.4 shall be deemed automatically amended to reflect changes made pursuant to this Section 5.8.4.

5.8.5 If the Buyer exercises its rights in Section 5.8.4 above to designate an Applicable Contract (including an Applicable Contract that was an Assigned Contract

immediately before such designation) as an Excluded Contract, there shall be no change in the Purchase Price as a result of such designation or change in designation.

5.8.6 Notwithstanding anything in this Agreement to the contrary, the Sellers shall not reject any Applicable Contracts without the prior written consent of the Buyer in its sole discretion; *provided* that, after the Designation Deadline, the Sellers may reject Excluded Contracts without the consent of the Buyer so long as such Applicable Contracts were identified to the Buyer in writing prior to the Designation Deadline. In the event that the Sellers identify (whether before or after the Designation Deadline) any additional Applicable Contracts capable of being assumed or rejected that were not previously identified as such, the Sellers shall promptly notify the Buyer in writing of (a) such Applicable Contracts and (b) the Sellers' good faith estimate of the amount of the Cure Costs payable in respect of each such Applicable Contract. The Buyer may designate each such additional Applicable Contract described in the immediately preceding sentence as an Assigned Contract or Excluded Contract pursuant to this Section 5.8, notwithstanding the passage of the Designation Deadline. The election form executed and delivered pursuant to Section 5.8.2 shall be deemed automatically amended to reflect changes made pursuant to this Section 5.8.6.

5.9 Necessary Consents. Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not affect the assignment or transfer of any Purchased Asset if (a) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any Permit by, any third party thereto (each such action, a "**Necessary Consent**" and collectively, the "**Necessary Consents**"), would constitute a breach, default or violation thereof or of any Law or Order thereunder in any material respect, and (b) the Bankruptcy Court has not entered an Order approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and the Sellers shall use their respective commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset or any Claim or right or any benefit arising thereunder for the assignment or transfer thereof to the Buyer as the Buyer may reasonably request; *provided*, *however*, that the Sellers will not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or Legal Proceedings to obtain any such consent or approval. The Buyer shall use its commercially reasonable efforts (without any obligation to incur any Liability, pay money or provide any other consideration) to assist and cooperate with the Sellers in furtherance of the Sellers' efforts pursuant to this Section 5.9.

5.10 Consents for Applicable Contracts For all purposes of this Agreement (including all representations and warranties of the Sellers contained herein), the Sellers shall be deemed to have obtained all required consents (including all Necessary Consents) in respect of the assumption and assignment of any Applicable Contract if (a) the Seller has properly served under the Bankruptcy Code notice of assumption and assignment on the counterparty to such Applicable Contract, (b) any objections to assumption and assignment filed by such counterparty have been withdrawn or overruled (including pursuant to the Sale Order or

other order of the Bankruptcy Court), and (c) pursuant to the Sale Order, the Seller is authorized to assume and assign such Applicable Contract to the Buyer pursuant to Section 365 of the Bankruptcy Code or otherwise; subject to payment of any applicable Cure Costs by the Buyer as provided in this Agreement.

5.11 Press Releases. From and after the Execution Date and prior to the Closing, unless (a) in the reasonable judgment of the disclosing Party after consultation with counsel, otherwise required by or necessary to comply with applicable Law or the rules or regulations of any applicable securities exchange, and (b) except for disclosure of matters that become a matter of public record as a result of the Chapter 11 Cases or in connection with any litigation or other Proceeding, and any filings or notices related thereto, neither the Buyer, on the one hand, nor the Sellers, on the other hand, shall make any press release or other public announcements concerning the Transactions, without the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. The Party desiring to make a public announcement shall first give the other forty-eight (48) hours' written notification of its desire to make such a public announcement; *provided*, that if it is not reasonably practicable to provide forty-eight (48) hours' written notice, the Party shall provide such reasonable notice as is practicable in the circumstances. The written notification shall include (i) a request for consent to make the announcement, and (ii) a written draft of the text of such public announcement, on which the recipient Party may comment, which the Party making the public announcement shall consider incorporating such comments in good faith. Nothing contained herein shall prohibit or delay any Party from issuing or making a public announcement or statement if such Party, upon advice of counsel, deems it necessary to do so in order to comply with any applicable Law, including in the case of the Sellers, their public company disclosure requirements under applicable securities Laws and the rules of the Toronto Stock Exchange, subject to the notice and comment requirements of this Section 5.11, *provided,* that the Parties acknowledge that reasonable notice in such circumstances will in most cases be on a same-day basis, but may be such longer period as may be practicable in the circumstances. The other Party shall have a reasonable opportunity to review the proposed public announcement and make comments thereto, which the Party desiring to make the public announcement shall consider and incorporate in good faith. For the avoidance of doubt, the parties hereto acknowledge and agree that the Buyer and its Affiliates may provide general information about the subject matter of this Agreement in connection with the Buyer's or its Affiliates' fund raising, marketing, informational or reporting activities, subject to, in each case to customary confidentiality obligations by the recipient of such information.

5.12 CFIUS Approval.

5.12.1 The Sellers and the Buyer have jointly determined that: (a) a mandatory declaration is not required to be filed with CFIUS for this Transaction; and (b) a voluntary joint notice application also shall not be filed for this Transaction.

5.12.2 If at any time, whether before or after Closing, CFIUS or any of its member agencies seeks, requests, requires or demands any information from the Sellers or the Buyer, or if CFIUS or any of its member agencies asserts, institutes or commences any investigation or other action against the Sellers or the Buyer, with

respect to the Transactions (any such event together with any subsequent review or other process undertaken by CFIUS thereafter, collectively, a "**CFIUS Review**"), then: (a) the Party that is the subject of the request shall promptly notify the other Party to the Transactions of the commencement of the CFIUS Review; and (b) the Parties will work together to promptly provide CFIUS with all information requested, demanded or otherwise sought by CFIUS during the CFIUS Review. The Sellers and the Buyer shall each bear their own costs and expenses incurred in connection with any CFIUS Review and shall have no right to reimbursement or offset by the other Party.

5.12.3 If CFIUS proposes, requests, or requires that the Buyer undertake any form of mitigation or any other actions or omissions with respect to any concerns or other matters identified by CFIUS related to the Transaction, the Sellers and the Buyer will implement and comply with such measures, and the Sellers and the Buyer shall each bear their own costs and expenses incurred in connection with such mitigation.

5.12.4 If, notwithstanding the willingness of the Parties to implement mitigation measures, CFIUS determines that the Buyer is required to reconvey or otherwise return all or any portion of the Purchased Assets, then the Buyer shall do so, and the Sellers and the Buyer shall each bear their own costs and expenses incurred in connection with such reconveyance or other return of all or any portion of the Purchased Assets.

5.13 Insurance. From and after the Closing Date, the Purchased Assets and the Business shall cease to be insured by Sellers' insurance policies or by any of their respective self-insurance programs, and neither Buyer nor its Affiliates shall have any access, right, title or interest to or in any such insurance policies (including any claims, rights to make claims and rights to proceeds). The Sellers may amend or terminate any insurance policies in the manner they deem appropriate on or following the Closing Date. For the avoidance of doubt, the Sellers shall retain all rights to control their insurance policies and programs, including the right to exhaust, settle, release, commute, buy back or otherwise resolve disputes with respect to any of their insurance policies and programs notwithstanding whether any such policies or programs apply to any Liabilities of Buyer. From and after the Closing, Buyer shall be responsible for securing all insurance it considers appropriate for the Purchased Assets, the Assumed Liabilities and the operations, Liabilities and assets of the Business, agrees to arrange for its own insurance policies with respect to the foregoing covering all periods. Notwithstanding the foregoing, to the extent that coverage is available under any occurrence-based insurance policy of the Sellers or any of their Affiliates with respect to any claim that arose during the period between the date hereof and the Closing Date related to any Purchased Asset or Assumed Liability or any claim or right with respect to any insurance policy constitutes a Purchased Asset, then after the Closing (and no later than the wind-up of the Sellers' affairs), following written notice from the Buyers identifying in reasonable detail an event or circumstance that constitutes an insurable claim under any such insurance policy, then the Sellers shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to (i) submit a claim prepared by the Buyer on behalf of the Buyer under any such insurance policy, and (ii) if any amounts are paid to the Sellers with respect to such claims, pay such amounts to the Buyer.

5.14 Certain Operational Matters. From and after the Execution Date until the Closing, the Sellers shall, and shall cause their respective Affiliates to: (a) maintain the Project Site (including, for the avoidance of doubt, the underground, mill and tailings facilities) in the Ordinary Course of Business and in compliance with all applicable Laws; (b) maintain all Permits and Water Rights in effect and in good standing; (c) maintain all material Equipment and Fixed Assets constituting Purchased Assets in their current state of repair as of the Execution Date and otherwise ensure that all such material Equipment and Fixed Assets does not materially deteriorate (ordinary wear and tear excepted); and (d) maintain all ore stockpiles in substantially the same manner as they are currently being maintained as of the Execution Date.

5.15 Wind Up. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit or otherwise limit the Sellers and their respective Affiliates from ceasing operations and winding up the affairs of the Sellers following the Closing.

5.16 Financing.

5.16.1 The Buyer shall use reasonable best efforts to take (or cause to be taken) all actions necessary, proper or advisable to arrange and consummate the Equity Financing on or prior to the Closing Date in an amount sufficient to pay the Required Amount on the terms and conditions described in the Equity Commitment Letter. The Buyer will not permit any termination, amendment or modification to be made to, or any waiver of any provision or remedy pursuant to, the Equity Commitment Letter, in each case, without the Sellers' prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) if such amendment, modification or waiver would, or would reasonably be expected to: (A) reduce the aggregate amount of the Equity Financing to an amount that is less than the Required Amount; (B) impose new or additional conditions or contingencies applicable to the funding of the Equity Financing; (C) otherwise expand, amend or modify any of the conditions to the receipt of the Equity Financing or any other terms to the Equity Financing in a manner that, in each case with respect to this clause (C), would reasonably be expected to delay in any material respect or prevent the occurrence of the Closing; or (D) materially and adversely impact the ability of the Buyer or any Seller, as applicable, to enforce its rights against the Equity Investor in accordance with the provisions of the Equity Commitment Letter.

5.16.2 The Buyer shall: (i) upon the reasonable written request of the Sellers, keep the Sellers informed on a reasonably current basis of all material activity concerning the Equity Financing; and (ii) promptly (and no later than three (3) Business Days after such execution) provide the Sellers with copies of all executed amendments, modifications or replacements of the Equity Commitment Letter (it being understood that any amendments, modifications or replacements shall only be as permitted herein). Without limiting the generality of the foregoing, the Buyer shall promptly (and in any event, within three (3) Business Days) notify the Sellers in writing: (A) of any actual, to the actual knowledge (without further inquiry) of the Buyer, or threatened withdrawal, repudiation, termination, material breach or

material default (or any event or circumstance that would reasonably be expected to give rise to any withdrawal, repudiation, termination, material breach or material default), in each case by the Equity Investor of which the Buyer has actual knowledge (without further inquiry); (B) of the receipt by the Buyer of any written notice from the Equity Investor with respect to any actual or threatened withdrawal, repudiation, termination, material breach or material default (or any event or circumstance that would reasonably be expected to give rise to any withdrawal, repudiation, termination, material breach or material default), in each case by the Equity Investor; and (C) if the Buyer reasonably believes that the representation and warranties of the Equity Investor in Sections 6(e) or (f) of the Equity Commitment Letter are or will not be true and correct.

ARTICLE VI
EMPLOYEES AND EMPLOYEE BENEFITS

6.1 Offered Employees. The Buyer may make offers of employment to any employees of the Business to commence on the Closing Date, on an "at will" basis (the "**Offered Employees**"). Each such offer of employment shall (a) be on terms and conditions consistent with applicable Law, for a position having a title and duties that are comparable to those of the applicable Offered Employee with the Sellers as of the Petition Date (b) be at the same salary of each Offered Employee on the Petition Date, (c) provide similar benefits for each Offered Employee as provided to similarly situated employees of the Buyer and (d) be made not later than ten (10) Business Days prior to the Closing Date; *provided*, *however*, that no offer of employment shall be made to any Offered Employee prior to the date that the Buyer is notified that it is the Successful Bidder. No later than five (5) Business Days prior to making such offers, the Buyer shall make the form of such offer available for the Sellers' review and comment and shall consider such comments in good faith.

6.2 Liabilities. Except for the obligations of the Buyer (a) specifically set forth as Assumed Liabilities (including the KERP/KEIP Obligations) and (b) to Transferred Employees, the Sellers shall be solely responsible, and the Buyer shall have no obligation whatsoever, for any compensation, benefits or other amounts payable or to be payable to any Business Employee and any current or former officer, director, independent contractor or consultant of the Business, including hourly pay, commission, bonus, salary, accrued vacation, fringe, pension, retiree healthcare or profit sharing benefits or severance pay for any period relating to the service with the Sellers, and the Sellers shall pay all such amounts to all entitled persons. Notwithstanding the foregoing, on the Closing Date, the Buyer shall remit to the Sellers for further payment by the Sellers to each eligible Business Employee who is not a Transferred Employee (each, a "**Retained Business Employee**"), the amount due to such Retained Business Employee under the KERP or the KEIP, as applicable, and the Sellers shall remit any Taxes due to the IRS in respect of such payments out of such amount remitted by the Buyer to the Sellers. The Parties acknowledge and agree that the foregoing is intended to facilitate the payment by the Buyer of the KERP/KEIP Obligations, which are Assumed Liabilities hereunder, and is being agreed to by the Parties for convenience of processing the payments of the KERP/KEIP Obligations in respect of the Retained

Business Employees. Payment by the Sellers of such amounts discharges Buyer's liabilities under the KERP and the KEIP with respect to the Retained Business Employees.

6.3 Responsibilities. Except for the obligations of the Buyer (a) specifically set forth as Assumed Liabilities and (b) to Transferred Employees, the Sellers shall remain solely responsible for the satisfaction of all claims for medical, retiree healthcare, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof. In addition, the Sellers shall remain solely responsible and liable for all worker's compensation claims or Liabilities of any current or former employees, officers, directors, independent contractors or consultants of the Business that relate to events occurring before the Closing Date.

ARTICLE VII
BUYER'S CONDITIONS PRECEDENT

The obligation of the Buyer to consummate the Transactions is subject to the satisfaction or waiver (subject to applicable Laws) at or prior to the Closing of each of the following conditions:

7.1 Representations and Warranties. (a) the representations and warranties of the Sellers set forth in Article III (other than the Seller Fundamental Representations and Section 3.9(a) (*Absence of Certain Developments*)) shall be true and correct as of the date of this Agreement and the Closing Date as though made on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for such breaches, if any, as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect (*provided* that, to the extent such representation or warranty is qualified by its terms by materiality or Material Adverse Effect or similar qualification, each such qualification shall be inapplicable for purposes of this Section 7.1(a) and the Material Adverse Effect qualification contained in this Section 7.1(a) shall apply in lieu thereof), (b) the representations and warranties set forth in Section 3.1 (*Organization, Good Standing and Corporate Power*), Section 3.2 (*Authorization; Execution and Delivery; Enforceability*), Section 3.3(a)(i) (*No Breach*) and Section 3.17 (*Broker's or Finder's Fees*) (collectively, the "**Seller Fundamental Representations**"), shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), and (c) the representations and warranties set forth in Section 3.9(a) (*Absence of Certain Developments*) shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date.

7.2 Covenants. The Sellers shall have performed or satisfied in all material respects on or prior to the Closing Date, all obligations, covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Sellers on or prior to the Closing Date.

7.3 No Order. No preliminary or permanent injunction or other Order shall have been issued (and remain in force) by any Governmental Authority having appropriate jurisdiction preventing, enjoining or otherwise prohibiting the consummation of the Transactions.

7.4 Stalking Horse and Sale Order. (a) The Bankruptcy Court shall have entered the Stalking Horse Order, and the Sale Order; (b) the Canadian Court shall have issued an order recognizing the Stalking Horse Order in form and substance acceptable to the Buyer (the "**Canadian Stalking Horse Order**") and issued the Canadian Recognition Sale Order; and (c) the validity, operation and effect of the Stalking Horse Order, Sale Order, the Canadian Stalking Horse Order and Canadian Recognition Sale Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such motion for the leave to appeal or appeal shall have either been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired), and no notices of the foregoing shall have been filed prior to Closing.

7.5 Closing Deliverables. The Sellers shall have delivered (or shall be ready, willing and able to deliver at the Closing) to the Buyer the documents and other items required to be delivered by the Sellers under Section 9.3.

ARTICLE VIII
SELLERS' CONDITIONS PRECEDENT

The obligation of the Sellers to consummate the Transactions is subject to the satisfaction or waiver (subject to applicable Laws) at or prior to the Closing of each of the following conditions:

8.1 Representations and Warranties. (a) the representations and warranties of the Buyer set forth in Article IV (other than the Buyer Fundamental Representations) shall be true and correct as of the Closing Date as though made on and as of the Closing Date (other than representations and warranties that refer to a specified date, which need only be true and correct on and as of such specified date), except for such breaches, if any, as would not have a material adverse effect on the ability of the Buyer to consummate the Transactions or perform its obligations under this Agreement (*provided* that, to the extent such representation or warranty is qualified by its terms by materiality or Material Adverse Effect or similar qualification, each such qualification in its terms shall be inapplicable for purposes of this Section 8.1(a) and the Material Adverse Effect qualification contained in this Section 8.1(a) shall apply in lieu thereof) and (b) the representations and warranties set forth in Section 4.1 (*Organization and Standing*), Section 4.2 (*Authorization*), and Section 4.5 (*Broker's or Finder's Fees*) (collectively, the "**Buyer Fundamental Representations**"), shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date).

8.2 Covenants. The Buyer shall have performed or satisfied in all material respects on or prior to the Closing Date, all obligations, covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Buyer on or prior to the Closing Date.

8.3 No Order. No preliminary or permanent injunction or other Order shall have been issued (and remain in force) by any Governmental Authority having appropriate jurisdiction preventing, enjoining or otherwise prohibiting the consummation of the Transactions.

8.4 Stalking Horse and Sale Order. (a) the Bankruptcy Court shall have entered the Stalking Horse Order and the Sale Order; and (b) the Canadian Court shall have granted the Canadian Stalking Horse Order and Canadian Recognition Sale Order, and the validity, operation and effect of the Stalking Horse Order, Sale Order, the Canadian Stalking Horse Order and Canadian Recognition Sale Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have either been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed prior to Closing.

8.5 Transfers. The Required Bonding contemplated by the first sentence of Section 5.4.3 shall have been obtained such that the surety bonds of the Sellers with respect to the Transferred Permits will be terminated upon the completion of the transfer of the related Transferred Permits.

8.6 Closing Deliverables. The Buyer shall have delivered (or shall be ready, willing and able to deliver at the Closing) to the Sellers the documents and other items required to be delivered by the Buyer under Section 9.2.

ARTICLE IX
CLOSING

9.1 Time and Place of the Closing Subject to the terms and conditions hereof, the Closing will take place remotely by the electronic exchange of documents and signatures in PDF format at 10:00 a.m. Pacific Time on the date that is three (3) Business Days after the satisfaction or waiver of the conditions set forth in Article VII and Article VIII (other than conditions that by their nature are to be first satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or such other date as the Buyer and the Sellers may agree upon in writing. The date on which the Closing actually occurs is referred to in this Agreement as the **"Closing Date"**.

9.2 Buyer's Deliveries. At the Closing, and subject to the simultaneous performance by the Sellers of their obligations under Section 9.3, the Buyer shall deliver or cause to be delivered the following items to the Sellers:

9.2.1 Purchase Price. An amount equal to (a) the Purchase Price, minus (b) the Deposit, minus (c) the amount of the KERP/KEIP Obligations to the Sellers as directed in writing by NCU and the release of the Deposit to the Sellers as directed in writing by the Buyer;

9.2.2 Assignments. Duly executed copies by the Buyer of:

(a) General Assignments and Bills of Sale for all of the Purchased Assets;

(b) Lease Assignment and Assumption Agreements for all of the Leased Real Property;

(c) Contract Assignment and Assumption Agreements for all of the Assigned Contracts;

(d) evidence that the Required Bonding contemplated by the first sentence of Section 5.4.3 shall have been obtained such that the surety bonds of the Sellers with respect to the Transferred Permits will be terminated upon the completion of the transfer of the related Transferred Permits;

(e) all other deeds, endorsements, assignments, company seals, instruments of transfer and other instruments of conveyance reasonably required to convey and assign the Purchased Assets to the Buyer and vest title therein; and

9.2.3 Officer's Certificate. A duly executed certificate from an officer of the Buyer certifying on behalf of the Buyer that the conditions set forth in Section 8.1 and Section 8.2 have been fulfilled by the Buyer.

9.3 Sellers' Deliveries. At the Closing, and subject to the simultaneous performance by the Buyer of its obligations under Section 9.2, the Sellers will deliver or cause to be delivered to the Buyer the following items (all documents will be duly executed and acknowledged where required):

9.3.1 Assignments. Duly executed copies by the applicable Seller of:

(a) General Assignments and Bills of Sale for all of the Purchased Assets;

(b) Lease Assignment and Assumption Agreements for all of the Leased Real Property;

(c) Contract Assignment and Assumption Agreements for all of the Assigned Contracts;

(d) grant or bargain and sale deeds to convey title to the Owned Real Property in recordable form;

(e) all documents of title and instruments of conveyance necessary to transfer and/or record beneficial ownership to or in Buyer of all automobiles, trucks and trailers owned by the Sellers (and any other Purchased Assets owned by the Sellers which require execution, endorsement or delivery of a document in order to vest record or beneficial ownership thereof in Buyer, including Registered Intellectual Property Rights) which are included in the Purchased Assets; *provided* that, in the event one or more of such documents of title or instruments of conveyance are not delivered by the Sellers to the Buyer on or before the Closing Date, the Sellers shall deliver such documents of title or instruments of conveyance to the Buyer as promptly as reasonably practicable following the Closing Date; *provided*, *further*, that, for the avoidance of doubt, the failure of the Sellers to deliver any such document of title or instrument of conveyance to the Buyer on or before the Closing Date shall not be deemed a failure to satisfy this delivery obligation; and

(f) all other deeds, endorsements, assignments, company seals, instruments of transfer and other instruments of conveyance reasonably required to convey and assign the Purchased Assets to the Buyer and vest title therein;

9.3.2 IRS Form W-9. From each Seller, an Internal Revenue Service ("**IRS**") Form W-9 or applicable IRS Form W-8, as appropriate, properly completed and duly executed by an authorized officer of each Seller (or if the applicable Seller is disregarded as separate from another person for U.S. federal income tax purposes, such person that is the regarded owner of the applicable Seller);

9.3.3 Officer's Certificate. A duly executed certificate from an officer of each Seller certifying on behalf of the Sellers that the conditions set forth in Section 7.1, Section 7.2 and Section 7.3 have been fulfilled by the Sellers;

9.3.4 Sale Order. A copy of the Sale Order entered with the Bankruptcy Court and a copy of the Canadian Recognition Sale Order; and

9.3.5 Additional Documents. Such additional documents customary in similar transactions as might be reasonably requested by the Buyer and are reasonably required to consummate the Transactions.

ARTICLE X
SURVIVAL

10.1 Survival. None of the representations and warranties of the Parties in this Agreement or in any certificate delivered pursuant to Section 9.2.3 or Section 9.3.3, or in the Schedules attached hereto will survive following the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing, except in the case of Fraud. None of the covenants or agreements of the Parties in this Agreement shall survive the Closing, and no Party shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such covenant or agreement from or after the Closing, other than (a) the covenants and agreements of the Parties contained in this Agreement that by their terms apply to any period from or after the Closing, which shall survive the Closing until fully performed in accordance with their respective terms; *provided,* that nothing in this Agreement shall prohibit or otherwise restrict the Sellers and their respective Affiliates from ceasing operations and winding up the affairs of the Sellers following the Closing, (b) any rights or remedies of any Person for breach of any such surviving covenant or agreement, and (c) any Liability on account of Fraud.

ARTICLE XI
CERTAIN POST-CLOSING COVENANTS

11.1 Preservation of Books and Records. For a period of five (5) years after the Closing Date, the Buyer will, using procedures consistent with its current record retention procedures, preserve and retain all books and records that relate to the Purchased Assets, including any documents relating to any governmental or nongovernmental actions, suits, proceedings or

investigations arising out of the operation of the Purchased Assets prior to the Closing Date. During such five (5)-year period, the Buyer agrees to make such books and records available to the Sellers (including, for clarity, any trust established under a chapter 11 plan of the Sellers and any other successor of either Seller) and their agents upon reasonable advance written notice and at during regular business hours solely to the extent required by the Sellers for reasonable *bona fide* Tax filing preparation purposes or in connection with any litigation or the administration of the Chapter 11 Cases and Canadian Recognition Proceedings. Notwithstanding the foregoing, the Buyer may dispose of any books and records; *provided*, that the Buyer shall (x) give the Sellers at least thirty (30) days' prior written notice of such disposition and (y) give the Sellers a reasonable opportunity, at the Sellers' expense, to segregate and remove such books and records relating to the Purchased Assets, the Business, and the Assumed Liabilities as the Sellers may select and/or to copy at the Sellers' sole cost and expense such books and records to the extent relating to the Purchased Assets, the Business, and/or the Assumed Liabilities as the Sellers may select.

11.2 Buyer Marks and Intellectual Property Rights in Excluded Assets. As soon as reasonably practicable after Closing (but in no event later than such time as the Sellers have completed winding up their affairs following the Closing), the Sellers shall, and shall cause their Affiliates to, use commercially reasonable efforts to cease using any trademarks, service marks, trade names, slogans, domain names, trade dress and other identifiers of source, and registrations and applications for registrations thereof (including all goodwill associated with the foregoing) (collectively, "**Trademarks**"), in each case, incorporating or containing "Nevada Copper" or any word or expression constituting an abbreviation thereof, or any other Trademarks included in the Purchased Assets (collectively, the "**Buyer Marks**"). Following the Closing, except as provided herein, the Sellers shall not use any Buyer Mark or any name or confusingly similar to any Buyer Mark in connection with the sale, marketing, promotion, or advertising of any products or services, and, except for purposes of winding up their affairs, in the corporate or doing business name, of the Sellers or of any of their respective Affiliates. Each Seller shall have the right, and Buyer hereby grants each Seller the right, to use the Buyer Marks and any Intellectual Property Rights embodied by the Excluded Assets solely for purposes of winding up their affairs. Except purposes of winding up their affairs, following the Closing, the Sellers and their respective Affiliates will not be entitled to adopt, use, license or employ, and shall have no right to any Buyer Marks, and the Sellers shall not, and shall cause their respective Affiliates not to, otherwise hold themselves out as having any affiliation with the Buyer or any of its Affiliates. For clarity, nothing in this Section 11.2 restricts the Sellers from using or referencing the Buyer Marks in (a) a non-trademark manner to describe or provide information regarding the history of the Purchased Assets, (b) as required by applicable Law, (c) a manner that constitutes "fair use" under applicable Law, or (d) or on any equipment or materials that are used for internal purposes only, *provided,* that the Sellers use, and cause their respective Affiliates to use, commercially reasonable efforts to remove such appearances.

11.3 Recording. Within thirty (30) days after the Closing, the Buyer shall, at its own cost and expense, (a) record all Assignments and all other instruments that must be recorded to effectuate the transfer of the Purchased Assets and (b) file for approval with the applicable federal, state, tribal or local agencies all Assignments and other federal, state, tribal or local

transfer documents required to effectuate transfer of the Purchased Assets. The Buyer shall provide the Sellers a recorded copy of each Assignment and other recorded instruments, and approved copies of the Assignments and other federal, state, tribal or local transfer documents, as promptly as reasonably practicable after they are available.

11.4 Further Assurances. Subject to the terms and conditions of this Agreement, each of the Parties shall (and each Seller shall cause its Affiliates to) use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the Transactions, including to execute and deliver, or cause to be executed and delivered, all such further conveyances, notices, assumptions, assignments, documents and other instruments as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions (including, for the avoidance of doubt, the transfer and conveyance of any Purchased Assets that may be in the possession of the Seller or its Affiliates to the Buyer).

ARTICLE XII
TERMINATION

12.1 Right to Terminate. Subject to Section 12.2, this Agreement may be terminated at any time prior to the consummation of the Closing upon the occurrence of any one or more of the following:

12.1.1 by mutual written consent of the Sellers and the Buyer;

12.1.2 by the Buyer, if either of the Sellers has materially breached this Agreement and such breach would cause any of the conditions to the Closing set forth in Article VII not to be satisfied; *provided*, *however*, that in the case of a breach that is capable of being cured, the Sellers shall have a period of ten (10) days following receipt of such notice (or if the Outside Termination Date or any milestone set forth in the financing approved under the Final DIP Order is earlier than such ten (10)-day period, then such period shall instead terminate on the Outside Termination Date or the date of such milestone, as applicable), to attempt to cure the breach and the termination under this Section 12.1.2 shall not become effective unless the Sellers fail to cure such breach prior to the end of such period;

12.1.3 by the Sellers, if the Buyer has materially breached this Agreement and such breach would cause any of the conditions to the Closing set forth in Article VIII not to be satisfied; *provided*, *however,* that in the case of a breach that is capable of being cured, the Buyer shall have a period of ten (10) days following receipt of such notice (or if the Outside Termination Date or any milestone set forth in the financing approved under the Final DIP Order is earlier than such ten (10)-day period, then such period shall instead terminate on the Outside Termination Date or the date of such milestone, as applicable), to attempt to cure the breach and the termination under this Section 12.1.3 shall not become effective unless the Buyer fails to cure such breach prior to the end of such period;

12.1.4 by the Sellers or the Buyer if the Closing shall not have occurred on or before (i) if the Buyer is not the Backup Bidder, October 9, 2024 and (ii) if the Buyer is the Backup Bidder, forty-five (45) days after completion of the Auction (either date described in the immediately preceding clause (i) or clause (ii), as applicable, the "**Outside Termination Date**");

12.1.5 by the Buyer, if:

(a) the Stalking Horse Notice is not filed within one (1) Business Day after the date hereof;

(b) the Bankruptcy Court has not entered the Stalking Horse Order within ten (10) Business Days after the filing of the Stalking Horse Notice, or such Stalking Horse Order ceases to be in full force and effect;

(c) the Canadian Court has not entered the Canadian Stalking Horse Order within ten (10) Business Days after the entry of the Stalking Horse Order or the Canadian Stalking Horse Order ceases to be in full force and effect;

(d) the Auction is (i) commenced after September 12, 2024 (for the avoidance of doubt, an Auction commenced on September 12, 2024 may be continued past September 12, 2024) or (ii) if the Auction is commenced after September 12, 2024, but not completed by September 30, 2024;

(e) the Buyer is not the Successful Bidder or the Backup Bidder for the Purchased Assets at the Auction and the Sellers do not close the Transactions with the Buyer by the Outside Termination Date;

(f) the Sellers withdraw or seek authority to withdraw the Stalking Horse Order, Sale Order, the Canadian Stalking Horse Order or Canadian Recognition Sale Order at any time after the filing thereof (it being agreed and understood by the Buyer and the Sellers that the filing of a revised or amended form of order shall not constitute a withdrawal of such order);

12.1.6 by the Buyer or the Sellers, if:

(a) the Sellers (i) enter into a definitive agreement regarding an Other Successful Bid and the Buyer is not the Backup Bidder, or (ii) consummate the transactions under an Other Successful Bid;

(b) there is in effect a final order, not subject to stay pending appeal, restraining, enjoining or otherwise prohibiting the consummation of the Transactions; or

(c) the Bankruptcy Court enters an order dismissing, or converting to a case under Chapter 7 of the Bankruptcy Code, the Chapter 11 Cases, where such order was not requested, encouraged or supported by the Sellers and the Buyer;

provided, that a Party may not terminate this Agreement pursuant to Section 12.1.2, Section 12.1.3, or Section 12.1.4 if such Party is, at such time, in material breach of any of its representations, warranties, covenants or agreements hereunder such that any condition to the obligation of the other Party to consummate the Closing set forth in Article VII or Article VIII would not then be satisfied.

12.2 Effect of Termination.

12.2.1 In the event of termination of this Agreement in accordance with Section 12.1, written notice thereof will be given to the non-terminating Party(ies) specifying the provision pursuant to which such termination is made. If this Agreement is terminated in accordance with Section 12.1, the provisions contained in this Section 12.2, Section 13.1, Section 13.2, Sections 13.4 through 13.22 and such defined terms in Section 1.1 as may be required to give meaning to such sections, and the Confidentiality Agreement, shall remain in full force and effect and survive such termination of this Agreement. Except as otherwise provided in this Section 12.2, no termination of this Agreement under Section 12.1 shall relieve any Party of liability for breach of this Agreement arising prior to such termination.

12.2.2 No Party shall be relieved of or released from any Liability arising from Fraud by such Party prior to termination pursuant to this Article XII.

12.2.3 If (x) the Sellers validly terminate this Agreement pursuant to Section 12.1.3 and the material breach of this Agreement by the Buyer giving rise to such termination was the principal cause of the Closing not occurring or (y) (A) all conditions to Closing set forth in Article VII have been satisfied or waived and (B) the Buyer fails to effect the Closing when required by Section 9.1, (C) the Sellers have irrevocably confirmed in writing to the Buyer that they are ready, willing and able to perform all of their agreements and covenants contained herein which are to be performed or observed at or prior to the Closing, and effect the Closing on such date of notice and at all times during the three (3) Business Day period immediately thereafter, and (D) the Buyer fails to effect the Closing after such three (3) Business Day period, then the Sellers:

(a) shall be entitled to terminate this Agreement and receive the Deposit as liquidated damages as the Sellers' sole and exclusive remedy for any breach or failure to perform by the Buyer under this Agreement, and all other remedies (except those under the provisions of Section 5.1 and the Confidentiality Agreement, which shall remain in full force and effect) are hereby expressly waived by the Sellers. The Sellers and the Buyer agree that the Deposit constitutes liquidated damages due to the difficulty and inconvenience of measuring actual damages and the uncertainty thereof, and the Sellers and the Buyer agree that such amount would be a reasonable estimate of the Sellers' loss in the event of any such breach or failure to perform by the Buyer. Other than in the case of Fraud, the maximum aggregate liability of the Buyer under this Agreement (including in connection with any termination of this Agreement or the Transactions) shall

not exceed the amount of the Deposit and shall be solely satisfied through the forfeiture of the Deposit in accordance with the provisions hereof; or

(b) to the extent permitted pursuant to Section 13.24 of this Agreement, shall be entitled to seek, as remedies in the alternative, specific performance of the Buyer's obligation to consummate the Closing (and to cause the Buyer to draw down the full proceeds of the Equity Financing pursuant to the terms and conditions of the Equity Commitment Letter) and to terminate this Agreement and receive the Deposit as contemplated by the immediately preceding clause (a); *provided,* that notwithstanding anything to the contrary herein, the Sellers shall not be entitled to receive both a grant of specific performance of the Buyer's obligation to consummate the Closing (and to cause the Buyer to draw down the full proceeds of the Equity Financing pursuant to the terms and conditions of the Equity Commitment Letter) and the payment of the Deposit.

12.2.4 If this Agreement is terminated by the Sellers or the Buyer pursuant to Section 12.1 under any circumstances other than those described in Section 12.2.3, the Buyer shall be entitled to return of the Deposit.

12.2.5 No Party shall be relieved of or released from any Liability arising from Fraud by such Party prior to termination pursuant to this Article XII.

12.2.6 If this Agreement is terminated by the Sellers or the Buyer pursuant to Section 12.1 under any circumstances other than those described in Section 12.2.2 or Section 12.2.9, the Buyer shall be entitled to return of the Deposit as the Buyer's sole and exclusive remedy for any breach or failure to perform by the Sellers under this Agreement, and all other remedies are hereby expressly waived by the Buyer, and the Sellers shall be free immediately to enjoy all rights of ownership of the Purchased Assets and to sell, transfer, encumber or otherwise dispose of the Purchased Assets to any Person without any restriction under this Agreement.

12.2.7 If the Buyer elects to terminate this Agreement pursuant to Section 12.1, the Buyer may terminate this Agreement without the need to seek or obtain relief from the Bankruptcy Court from the stay under section 362 of the Bankruptcy Code or otherwise.

12.2.8 If the Deposit becomes payable to the Buyer pursuant to this Article XII, then either (a) the Sellers and the Buyer shall promptly jointly instruct the Escrow Agent to disburse (and the Sellers shall execute any such joint instruction as soon as reasonably practicable (but in any event within two (2) Business Days following the Buyer's request, as applicable)), or (b) the Buyer shall deliver to the Escrow Agent an Order from a court of competent jurisdiction directing the Escrow Agent to disburse, the Deposit to the Buyer, in each case in accordance with the Escrow Agreement, and the Escrow Agent shall, within two (2) Business Days after receiving such joint instruction or Order, as the case may be, disburse the Deposit

to an account designated by the Buyer, as applicable, by wire transfer of immediately available funds.

12.2.9

(a) Upon the occurrence of a Seller Reimbursement Termination Trigger, the Sellers shall reimburse (or cause to be reimbursed) the Buyer for its reasonable and documented out-of-pocket fees, costs and expenses incurred by the Buyer in connection with the proposed negotiation of this Agreement and the other Transaction Documents and the consummation of the Transactions, in an amount not to exceed $1,250,000 in the aggregate (the "**Seller Expense Reimbursement**") by payment by wire transfer of immediately available funds within thirty (30) days (or within three (3) Business Days, if such Seller Reimbursement Termination Trigger occurs on or after December 31, 2024) of such termination to an account designated by the Buyer in writing at least five (5) Business Days in advance of such payment date.

(b) If (i) a Seller Break Fee Termination Trigger occurs and (ii) the Sellers consummate a transaction of the type contemplated by an Other Successful Bid (whether pursuant to the Bidding Procedures or a sale process initiated by other motion before the Bankruptcy Court) (such other transaction, an "**Eligible Sale**", and the condition in this clause (ii), the "**Specified Break-Up Fee Payment Condition**") on or prior to December 31, 2024, then concurrently with the consummation of such Eligible Sale, the Sellers shall pay or cause to be paid an amount equal to $3,840,000 (the "**Break-Up Fee**") by wire transfer of immediately available funds to an account designated by the Buyer in writing at least five (5) Business Days in advance of such payment date; *provided,* that if a Specified Break-Up Fee Payment Condition does not occur on or prior to December 31, 2024, then the Sellers shall reimburse (or cause to be reimbursed) to the Buyer the Seller Expense Reimbursement by payment by wire transfer of immediately available funds no later than three (3) Business Days following December 31, 2024 to an account designated by the Buyer in writing at least five (5) Business Days in advance of such payment date.

(c) If a Seller Break Fee Termination Trigger occurs (but the Specified Break-Up Fee Payment Condition does not occur) and the Sellers (i) consummate an Eligible Sale during the period between December 31, 2024 and before the date that is the six (6)-month anniversary of the Outside Termination Date (the "**Tail Period**"), (ii) enter into a definitive agreement in respect of an Eligible Sale at any time before the date that is the six (6)-month anniversary of the Outside Termination Date and such Eligible Sale is consummated in accordance with such definitive agreement or (iii) consummate a plan of reorganization or liquidation under chapter 11 of the Bankruptcy Code during the Tail Period (any event described in the immediately preceding clauses (i) through (iii), a "**Deferred Break-Up Fee Event**"), then the Sellers shall pay or cause to be paid to the Buyer concurrently with the consummation of such Other Successful Bid transaction or plan by wire transfer of immediately available funds to an account designated by the Buyer at least five (5)

Business Days in advance of such payment date in writing an amount equal to (x) the Break-Up Fee, *minus* (y) the Seller Expense Reimbursement, in the case of this clause (y), to the extent actually paid to the Buyer (it being understood that in no event shall the Buyer be entitled to payment of an aggregate amount greater than $3,840,000 on account of the Seller Expense Reimbursement and the Break-Up Fee). For the avoidance of doubt, in no event shall the Sellers be required to pay the Break-Up Fee more than once.

(d) The Buyer's right to payment of the Break-Up Fee and the Seller Expense Reimbursement contemplated by this Section 12.2.9 shall, upon the occurrence or satisfaction of a Seller Reimbursement Termination Trigger, a Specified Break-Up Fee Payment Condition or a Deferred Break-Up Fee Event (as applicable), constitutes an administrative expense pursuant to Section 503(b) and 507(a)(2) of the Bankruptcy Code. For the avoidance of doubt, the payment of the Break-Up Fee or Seller Expense Reimbursement, as applicable, shall be in addition to the release of the Deposit to the Buyer as contemplated by this Article XII and any other remedies that the Buyer may have in respect of Fraud.

12.2.10 Each Party acknowledges that the agreements contained in Section 12.1.3 and Section 12.2.9 are an integral part of this Agreement and that, without these agreements, other Parties would not enter into this Agreement. The Parties acknowledge and agree that each of Section 12.1.3 and Section 12.2.9 is a condition precedent to the beneficiary Party's execution of this Agreement and such Party would not have entered into this Agreement without the provisions of Section 12.1.3 or Section 12.2.9, as applicable, and each such provision is necessary to ensure that the beneficiary Party will continue to pursue the Transaction. In addition, the Sellers acknowledge that the Break-Up Fee and the Seller Expense Reimbursement, if payable hereunder, (i) constitute actual and necessary costs and expenses of preserving the Sellers' estates, within the meaning of Section 503(b) of the Bankruptcy Code and (ii) are of substantial benefit to the Sellers' estates by, among other things, establishing a bid standard or minimum for other bidders and placing estate property in a sales configuration mode attracting other bidders to a potential auction. The Parties further acknowledge that the Deposit, the Seller Expense Reimbursement and the Break-Up Fee (A) are reasonable and appropriate, including in light of the size and nature of the sale of the Purchased Assets by the Sellers to the Buyer contemplated hereby and the efforts that have been or will be expended by the Parties, notwithstanding that such sale is subject to higher and better offers, and (B) were negotiated by the Parties at arm's length and in good faith.

12.2.11 Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated in circumstances where the Break-Up Fee is payable, then, each of the Parties expressly acknowledges and agrees that, except in the case of Fraud by the Sellers, the Buyer's right to terminate this Agreement and receive the Break-Up Fee as and if payable pursuant to Section 12.2.9 and the return of the Deposit pursuant to this Article XII shall be the sole and exclusive remedy (whether at Law, in equity, in contract, in tort or otherwise) of the Buyer Releasing Parties against the Seller

Releasing Parties for any and all breaches or losses suffered by the Buyer Releasing Parties in respect of or in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby (and the abandonment or termination thereof) or any matter forming the basis for the termination of this Agreement. For the avoidance of doubt, except in the case of Fraud by the Sellers, upon payment of the Break-Up Fee and the Deposit to the Buyer in accordance with this Article XII, none of the Seller Releasing Parties shall have any further Liability (in each case, whether absolute, accrued, contingent, fixed or otherwise) to any of the Buyer Releasing Parties relating to or arising out of this Agreement or the other Transaction Documents or in respect of any other agreement or document (or the transactions contemplated hereby and thereby) or theory of Law or equity (whether in contract, in tort or otherwise) or in respect of any oral representations made or alleged to be made in connection herewith or therewith, through the Sellers or otherwise, whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of the Buyer against any Seller Releasing Party, any enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or other applicable Law or otherwise. The Parties agree and understand that in no event shall the Sellers be required to pay the Break-Up Fee on more than one occasion nor shall the Sellers be required to pay both the Break-Up Fee and monetary damages (subject to the limitations herein and except in the case of Fraud by the Sellers). For the avoidance of doubt, the foregoing shall not limit the Buyer's remedies in respect of Fraud by the Sellers and the intent of the Parties is for the Buyer to receive the Deposit in addition to the Break-Up Fee in the event the Break-Up Fee is payable pursuant to Section12.2.9. The limitations and protective provisions of this Section 12.2.11 shall be deemed to apply to the Buyer in circumstances where the Deposit is payable to the Sellers under Section 12.2.3, *mutatis mutandis*.

12.3 Expense Reimbursement. If (a) this Agreement is validly terminated by the Seller pursuant to Section 12.1.3 or under the circumstances described in Section 12.2.3, and a court of competent jurisdiction issues a final, non-appealable order or judgement that the Sellers are entitled to the payment of the Deposit pursuant to Section 12.2.3, (b) a court of competent jurisdiction issues a final, non-appealable order or judgement that the Sellers are entitled to specific performance pursuant to Section 13.24 to cause the Buyer to draw down the full proceeds of the Equity Financing pursuant to the terms and conditions of the Equity Commitment Letter or to cause the Buyer to effect the Closing in accordance with Section 9.1 or (c) the Transactions are consummated following the failure of the Closing to occur in accordance with Section 9.1 and after the Sellers seek specific performance pursuant to Section 13.24 to cause the Buyer to draw down the full proceeds of the Equity Financing pursuant to the terms and conditions of the Equity Commitment Letter or to cause the Buyer to effect the Closing in accordance with Section 9.1, then the Buyer shall within three (3) Business Days following such occurrence reimburse the Sellers by wire transfer of immediately available funds for reasonable and documented out-of-pocket expenses incurred by the Sellers in seeking the remedies described in the immediately preceding clauses (a), (b) or (c), in an amount not to exceed $1,250,000 in the aggregate.

ARTICLE XIII
MISCELLANEOUS

13.1 Time. Time is of the essence of this Agreement. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day.

13.2 Notices. All notices and communications required or permitted under this Agreement shall be in writing addressed as indicated below, and any communication or delivery hereunder shall be deemed to have been duly delivered upon the earliest of: (a) actual receipt or rejection by the Party to be notified (which must be accompanied by an email with a copy of the applicable notice or communication, sent in accordance with clause (c)); (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice (which must be accompanied by an email with a copy of the applicable notice or communication, sent in accordance with clause (c)); (c) if by email, then when sent (*provided*, that no automated response from the email account or server of the intended recipient is generated); or (d) if by Federal Express overnight delivery (or other reputable overnight delivery service), the date shown on the notice of delivery (which must be accompanied by an email with a copy of the applicable notice or communication, sent in accordance with clause (c)). Addresses for all such notices and communication shall be as follows:

To either Seller:
Nevada Copper, Inc.
61 E. Pursel Lane
P.O. Box 1640
Yerington, NV 89447
Attention: Greg Martin
Matthew Anderson
Email: gmartin@nevadacopper.com
manderson@nevadacopper.com

With a copy (which shall not constitute notice) to:
Allen Overy Shearman Sterling US LLP
599 Lexington Ave
New York, NY 10022

Attention: Fredric Sosnick
Sara Coelho
Lara Aryani

Telephone: 212-848-8571
650-838-3739

Email: fsosnick@aoshearman.com

sara.coelho@aoshearman.com
lara.aryani@aoshearman.com

To the Buyer: Kinterra Capital Corp.
Bay Adelaide – East Tower
22 Adelaide Street West, Suite 3930
Toronto, ON, M5H 4E3

Attention: Corporate Secretary
Email: notifications@kinterracapital.com

With a copy (which shall not constitute notice) to: Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020

Attention: Adam Goldberg
Daniel Mun
Charles Carpenter

E-mail: adam.goldberg@lw.com
daniel.mun@lw.com
charles.carpenter@lw.com

Any Party may, upon written notice to the other Parties, change the address(es) and Person(s) to whom such communications are to be directed.

13.3 Cooperation. Prior to termination of this Agreement and at all times following the Closing, the Parties agree to execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as might reasonably be requested by any Party to assure that the benefits of this Agreement are realized by the Parties.

13.4 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon anyone, other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement or to constitute any Person a Third Party beneficiary of this Agreement.

13.5 Cumulative Remedies. Subject to the other provisions hereof, no failure on the part of any Party to exercise and no delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise by any Party of any right hereunder preclude any other or further right of exercise thereof or the exercise of any other right.

13.6 CHOICE OF LAW. EXCEPT TO THE EXTENT THE MANDATORY PROVISIONS OF THE BANKRUPTCY CODE APPLY, THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER

CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION; *PROVIDED* THAT ANY DISPUTE WITH RESPECT TO PURCHASED REAL PROPERTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. THE VENUE FOR ANY ACTION BROUGHT UNDER THIS AGREEMENT SHALL BE THE BANKRUPTCY COURT; *PROVIDED* THAT, IF THE CHAPTER 11 CASES OF NCU AND NCI ARE CLOSED OR THE BANKRUPTCY COURT IS OTHERWISE UNWILLING OR UNABLE TO HEAR SUCH ACTIONS, EACH PARTY CONSENTS TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE UNITED STATES FEDERAL DISTRICT COURTS LOCATED IN NEW YORK, NEW YORK (OR IF THE FEDERAL DISTRICT COURTS DO NOT HAVE JURISDICTION, THEN THE STATE COURTS IN NEW YORK, NEW YORK) FOR ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER DOCUMENTS CONTEMPLATED BY THIS AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13.7 Entire Agreement. This Agreement and the Exhibits and Schedules attached hereto, and the other documents contemplated by this Agreement, together with the Confidentiality Agreement, the Equity Commitment Letter and the Limited Guarantee, constitute the entire agreement among the Parties with respect to the subject matter hereof and there are no agreements, understandings, warranties or representations except as set forth herein or therein. In the event of a conflict between the Confidentiality Agreement and this Agreement, the terms and provisions of this Agreement shall prevail.

13.8 Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any Party (by operation of law or otherwise) without the express written consent of the other Parties and any attempted assignment without the required consent will be void; *provided*, that the Buyer may assign this Agreement or any rights or obligations hereunder to (a) any of its Affiliates, or (b) after the Closing, any Person that acquires (whether by merger, purchase of stock, purchase of assets or otherwise), or is the successor or surviving entity in any merger, purchase of stock or other transaction involving, the Purchased Assets and Assumed Liabilities (*provided,* that no such assignment shall relieve the Buyer of its obligations hereunder in respect of any such assignment), in each case, without the prior written consent of the Sellers; *provided*, *further*, that in the case of any assignment by the Buyer prior to the Closing, the rights of the Buyer under the Equity Commitment Letter shall be concurrently assigned to the applicable assignee. Notwithstanding the foregoing, the Sellers may assign some or all of their rights or delegate some or all of its obligations hereunder to successor entities (including any liquidating trust) pursuant to a chapter 11 plan confirmed by the Bankruptcy Court.

13.9 Amendment. Neither this Agreement, nor any of the provisions hereof can be amended, supplemented, changed, waived, discharged or terminated, except by an instrument in writing signed by the Party(ies) against whom enforcement of any such amendment, supplement, change, waiver, discharge or termination is sought.

13.10 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future Law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible to make such provision legal, valid and enforceable.

13.11 Waiver. Any failure by any Party to comply with any of its obligations, agreements or conditions herein contained may be waived in writing, but not in any other manner, by the Party or Parties to whom such compliance is owed. Waiver of performance of any obligation or term contained in this Agreement by any Party, or waiver by one Party of another's default hereunder will not operate as a waiver of performance of any other obligation or term of this Agreement or a future waiver of the same obligation or a waiver of any future default.

13.12 Counterparts; Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement. The execution and delivery of this Agreement by any Party may be evidenced by electronic transmission (including scanned documents delivered by email or DocuSign), which shall be binding upon all Parties.

13.13 JOINT ACKNOWLEDGMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES REGARDING THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

13.14 **WAIVER OF JURY TRIAL. EACH OF THE BUYER AND THE SELLERS HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY (A) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH, (B) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (C) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION, IN EACH CASE IT BEING THE EXPRESS INTENT, UNDERSTANDING AND AGREEMENT OF THE PARTIES THAT SUCH WAIVERS ARE TO BE GIVEN THE FULLEST EFFECT, NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR**

CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY PARTY.

13.15 Mutuality. The Parties acknowledge and declare that this Agreement is the result of extensive negotiations among them. Accordingly, if there is any ambiguity in this Agreement, there shall be no presumption that this instrument was prepared solely by any Party(ies).

13.16 Schedules. The inclusion of any information (including Dollar amounts) in any section of the Schedules hereto shall not be deemed to be an admission or acknowledgment by the Sellers that such information is required to be listed on such Schedule or is material to or outside the Ordinary Course of Business of the Sellers. The information contained in this Agreement, the Exhibits and the Schedules hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party to any Third Party of any matter whatsoever (including any violation of a legal requirement or breach of contract or that a matter does, or may have a Material Adverse Effect). Matters may be disclosed on a Schedule to this Agreement for purposes of information only. Matters disclosed in each Schedule shall qualify the representation and warranty in which such Schedule is referenced and any other representation and warranty to which, and to the extent that, the matters disclosed are reasonably apparent on its face.

13.17 Confidentiality. The Buyer acknowledges that, pursuant to its right of access to the information about the Business and the Purchased Assets, as set forth in Section 5.1, the Buyer will become privy to confidential and other information of the Sellers and that such confidential information shall be held confidential by the Buyer and the Buyer's representatives in accordance with the terms of the Confidentiality Agreement and this Section 13.17. The Buyer acknowledges and understands that this Agreement may be publicly filed in the Bankruptcy Court and the Canadian Court and further made available by the Sellers to prospective bidders and that, except as expressly prohibited herein, such disclosure will not be deemed to violate any confidentiality obligations owing to the Buyer, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise. Notwithstanding anything contained herein to the contrary, nothing herein shall prohibit the Buyer from disclosing information about the subject matter of this Agreement and the transactions contemplated herein (on a confidential basis) to such Party's investors and/or potential investors; *provided,* that the Buyer shall, prior to the disclosure of information about the subject matter of this Agreement and the transactions contemplated herein to any investor and/or potential investor, require such investor or potential investor to be subject to terms of confidentiality that are no less restrictive than the terms of confidentiality of the Confidentiality Agreement; *provided*, *further*, that the Buyer shall be responsible for any breach of the terms of confidentiality of its investors and/or potential investors in connection with the foregoing.

13.18 Transfer Taxes. The Buyer shall bear any sales, use, value added, excise, gross receipts, goods and services, registration (including motor vehicle registration), capital, documentary, stamp, conveyance, or transfer (including real property transfer) Taxes, recording fees and similar non-income Taxes arising from or related to the Transactions

(including any interest, penalties or additions thereto) (collectively, "**Transfer Taxes**"), regardless of the Person liable for paying such Transfer Taxes under applicable Law. The Parties shall consult and cooperate on a reasonable basis: (a) to determine the amount of Transfer Taxes that are payable, (b) to reduce or eliminate, to the extent permitted by applicable Law, the amount of Transfer Taxes that are payable and (c) in the preparation of any Tax Returns related to Transfer Taxes. The Buyer shall timely prepare all Tax Returns reporting any Transfer Taxes and shall timely pay any Transfer Taxes showing as due and owing thereon; *provided* that, (i) if a Seller is required by applicable Law to file any Tax Return related to Transfer Taxes or pay any Transfer Taxes, such Seller shall (A) execute and timely file any such Tax Return prepared by the Buyer and provided to it by the Buyer no fewer than two (2) days before the due date of such Tax Return and/or (B) timely pay any Transfer Taxes shown as due and owing on any such Tax Return and (ii) the Buyer shall indemnify and reimburse the Sellers for any Transfer Taxes that are paid by the Sellers pursuant to the preceding clause (i)(B) no fewer than two (2) days prior for the due date for paying such Transfer Taxes. At and after the Closing, the Buyer and the Sellers will consult and cooperate on a reasonable basis as needed to demonstrate to the Nevada Department of Taxation that the sale of any of Sellers' non-inventory tangible items constitutes an "occasional sale" that is exempt from Nevada sales or use tax under Nevada Revised Statutes Sections 372.320 and 372.0335. Buyer shall provide at the Closing, and the Sellers shall accept, a properly competed sale for resale exemption certificate referenced in Nevada Revised Statutes Section 372.155(1) with respect to any tangible inventory items held by Sellers for resale so as to avoid the sale of such items being subject to Nevada sales or use tax. If the Transactions are eligible for any other exemptions from any Transfer Taxes, the Buyer will timely furnish to the Sellers, and the Sellers shall accept, any properly completed certificate or other evidence establishing that the Transactions are eligible for such exemption.

13.19 Bulk Sales Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any free and clear of any Claims (other than Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances and Sale Order Encumbrances), including any Encumbrances or Claims arising out of any "bulk sales," "bulk transfer" and similar Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. Notwithstanding anything in this Agreement to the contrary, the Parties hereby waive compliance with all "bulk sales," "bulk transfer" and similar Laws (including any withholding requirements thereunder) that may be applicable with respect to the sale and transfer of any or all of the Purchased Assets to the Buyer.

13.20 Expenses. Except as otherwise provided in Article XII or Section 13.18, all expenses incurred by the Sellers in connection with or related to the authorization, preparation or execution of this Agreement, the conveyances delivered hereunder and the Exhibits and Schedules hereto and thereto, and all other matters related to the Closing, including all fees and expenses of counsel, accountants and financial advisers employed by the Sellers, shall be borne solely and entirely by the Sellers, and all such expenses incurred by the Buyer shall be borne solely and entirely by the Buyer.

13.21 Exclusive Remedy. THE PARTIES HAVE VOLUNTARILY AGREED TO DEFINE THEIR RIGHTS, LIABILITIES AND OBLIGATIONS RESPECTING THE SUBJECT MATTER OF THIS AGREEMENT AND THE CONFIDENTIALITY AGREEMENT EXCLUSIVELY IN CONTRACT PURSUANT TO THE EXPRESS TERMS AND PROVISIONS OF THIS AGREEMENT OR THE CONFIDENTIALITY AGREEMENT, AS APPLICABLE, AND, WITHOUT LIMITING THE RIGHT OF ANY PARTY TO RELY ON THE REPRESENTATIONS AND WARRANTIES MADE TO SUCH PARTY IN ARTICLE III OR ARTICLE IV (AS MODIFIED BY THE SCHEDULES), AS APPLICABLE (SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT AS TO THE SURVIVAL THEREOF) AND THE OTHER TRANSACTION DOCUMENTS, THE PARTIES EXPRESSLY DISCLAIM THAT THEY ARE OWED ANY DUTIES OR ARE ENTITLED TO ANY REMEDIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE CONFIDENTIALITY AGREEMENT. FURTHERMORE, THE PARTIES EACH HEREBY ACKNOWLEDGE THAT THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS AND THE CONFIDENTIALITY AGREEMENT EMBODY THE JUSTIFIABLE EXPECTATION OF SOPHISTICATED PARTIES DERIVED FROM ARM'S LENGTH NEGOTIATIONS, AND ALL PARTIES SPECIFICALLY ACKNOWLEDGE THAT THE BUYER, ON THE ONE HAND, AND THE SELLERS, ON THE OTHER HAND, DO NOT HAVE ANY SPECIAL RELATIONSHIP WITH EACH OTHER THAT WOULD JUSTIFY ANY EXPECTATION BEYOND THAT OF AN ORDINARY BUYER AND AN ORDINARY SELLER IN AN ARM'S LENGTH TRANSACTION. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE CONFIDENTIALITY AGREEMENT (INCLUDING ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN OR THEREIN, SUBJECT TO THE EXPRESS TERMS HEREOF AND THEREOF AS TO THE SURVIVAL THEREOF) SHALL BE THOSE REMEDIES AVAILABLE UNDER THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS AND THE CONFIDENTIALITY AGREEMENT (AS SUCH REMEDIES MAY BE FURTHER LIMITED OR EXCLUDED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS AND THE CONFIDENTIALITY AGREEMENT), AND, WITHOUT LIMITING THE RIGHT OF ANY PARTY TO RELY ON THE REPRESENTATIONS AND WARRANTIES MADE TO SUCH PARTY IN ARTICLE III OR ARTICLE IV OF THIS AGREEMENT (AS MODIFIED BY THE SCHEDULES) OR IN ANY OTHER TRANSACTION DOCUMENT, AS APPLICABLE (SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT AS TO THE SURVIVAL THEREOF), THE PARTIES HEREBY WAIVE AND RELEASE ANY AND ALL TORT CLAIMS AND CAUSES OF ACTION, INCLUDING CLAIMS AND CAUSES OF ACTIONS FOR CONTRIBUTION UNDER CERCLA OR ANY OTHER ENVIRONMENTAL LAW, THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT (OR ITS SUBJECT MATTER) OR THE CONFIDENTIALITY AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT OR THE CONFIDENTIALITY AGREEMENT (INCLUDING ANY TORT CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY

REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR THE CONFIDENTIALITY AGREEMENT, AS APPLICABLE, OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT OR THE CONFIDENTIALITY AGREEMENT, AS APPLICABLE).

13.22 Non-Recourse. Except as otherwise explicitly provided in this Agreement or the other Transaction Documents, no Party, its Affiliates, or, in each case, any of their respective past, present or future, directors, officers, employees, incorporators, members, partners, direct or indirect equityholders or financing sources, managers, agents, attorneys or other representatives will have any Liability for any Liabilities of the Sellers or the Buyer, as applicable, under this Agreement or the other Transaction Documents or any agreement entered into in connection herewith of or for any claim based on, in respect of, or by reason of, the Transactions. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against Persons that are expressly named as parties hereto or thereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties, no other party will have any Liability for any of the representations, warranties, covenants, agreements or Liabilities of any Party under this Agreement or the agreements, documents or instruments contemplated hereby or of or for any action based on, in respect of, or by reason of, the Transactions (including the breach, termination or failure to consummate the Transactions), in each case whether based on contract, tort, strict liability, other Laws or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party or another Person or otherwise. In no event shall any party hereto or any of its Affiliates, and the Parties hereby agree not to and to cause their respective Affiliates not to, seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Person not a party to this Agreement (other than in accordance with the Equity Commitment Letter or Limited Guarantee). Notwithstanding anything to the contrary herein or otherwise, each beneficiary of this Section 13.22 shall be an express third-party beneficiary of this Section 13.22 with the full power to enforce the terms of this Section 13.22 as if it were a party to this Agreement for such purpose.

13.23 General Release.

13.23.1 Effective as of the Closing, the Sellers, on behalf of themselves, their Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a "**Seller Releasing Party**"), hereby fully, irrevocably and unconditionally releases and forever discharges the Buyer, any subsidiary of the Buyer, and their respective Affiliates and each of the foregoing's respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies, stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and

against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, actions, causes of action, suits, rights, debts, agreements, losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Business, the Purchased Assets and the Assumed Liabilities, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any action or remedy it may have under this Agreement or any other Transaction Document.

13.23.2 Effective as of the Closing, the Buyer, on behalf of itself, its Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a "**Buyer Releasing Party**"), hereby fully, irrevocably and unconditionally releases and forever discharges the Sellers, any subsidiary of the Sellers, and their respective Affiliates and each of the foregoing's respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies, stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, actions, causes of action, suits, rights, debts, agreements, losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Excluded Assets and Excluded Liabilities, whether existing as of the Closing or arising thereafter, that a Buyer Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing sentence shall not be deemed to be a release or waiver by a Buyer Releasing Party of any action or remedy it may have under this Agreement or any other Transaction Document.

13.24 Injunctive Relief.

13.24.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that damages at Law may be an inadequate

remedy for the breach of any of the covenants and agreements contained in this Agreement, and, accordingly, each Party shall be entitled to injunctive relief, without proof of damages or any requirement to post a bond or any other security, to prevent any such breach, and to specifically enforce the terms and provisions of this Agreement, including specific performance of such covenants or agreements or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants or agreements contained in this Agreement (including where any Party fails to take any action required of it hereunder to consummate the Transactions). The rights set forth in this Section 13.24 shall be in addition to any other rights that each Party may have at Law or in equity pursuant to this Agreement.

13.24.2 The Parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and agreements of the Buyer or the Sellers, as applicable, under this Agreement in accordance with the terms of this Section 13.24.

13.24.3 Notwithstanding anything in this Agreement to the contrary, the Parties hereby acknowledge and agree that the Sellers shall be entitled to specific performance to cause the Buyer to draw down the full proceeds of the Equity Financing pursuant to the terms and conditions of the Equity Commitment Letter and to cause the Buyer to effect the Closing in accordance with Section 9.1, in each case, only if (i) all conditions to Closing set forth in Article VII have been satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Closing, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of such conditions at the Closing), (ii) the Sellers have confirmed to the Buyer by irrevocable written notice that the Sellers are ready, willing and able to effect the Closing on such date of notice and at all times during the three (3) Business Day period immediately thereafter, and (iii) the Buyer fails to effect the Closing prior to 5:00 p.m. Eastern Time on the third (3rd) Business Day following the date of receipt of such written notification by the Buyer.

[*Remainder of page intentionally left blank; signature pages follow*]

IN WITNESS WHEREOF, the Sellers have executed this Agreement effective as of the Execution Date.

SELLERS:

Nevada Copper, Inc.,
a Nevada corporation

By: _____
Name: Gregory J. Martin
Title: Interim President and Chief Executive Officer

Nevada Copper Corp.,
a corporation organized in British Columbia

By: _____
Name: Gregory J. Martin
Title: Interim President and Chief Executive Officer

IN WITNESS WHEREOF, the Buyer has executed this Agreement effective as of the Execution Date.

BUYER:

SOUTHWEST CRITICAL MATERIALS LLC
a Delaware Limited Liability Company

By: DocuSigned by: Cheryl Brandon 4129BBA7B61740B...
Name: Cheryl Brandon
Title: Manager

Exhibit Form

EXHIBIT A-1

FORM OF

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This **CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Assignment**"), dated as of [●], 2024 (the "**Effective Date**"), and is made and entered into by and among Nevada Copper, Inc., a Nevada corporation ("**NCI**"), and Nevada Copper Corp., a corporation organized in British Columbia ("**NCU**", and each of NCU and NCI, a "**Seller**", and together, the "**Sellers**"), and Southwest Critical Materials LLC, a Delaware limited liability company ("**Buyer**").

WHEREAS, the Sellers and Buyer are parties to an Asset Purchase Agreement, dated as of August 9, 2024 (as amended from time to time, the "**Agreement**");

WHEREAS, the Sellers are a party to, or otherwise have been assigned and have assumed, the contracts and agreements for the conduct and operation of the Business, including the contracts and agreements listed on Exhibit A attached hereto (collectively, the "**Assigned Contracts**"), but specifically excluding the contracts and agreements listed on Exhibit B attached hereto (collectively, the "**Excluded Contracts**"), each of Exhibit A and Exhibit B is incorporated herein by reference; and

WHEREAS, pursuant to the terms of the Agreement, the Sellers have agreed to assign to Buyer, the rights and delegate the obligations under the Assigned Contracts, but specifically excluding the Excluded Contracts, and Buyer has agreed to assume from the Sellers the Assumed Liabilities to the extent resulting from the Assigned Contracts, in each case upon the terms and conditions set forth therein and herein, and further subject to any Final Order of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the assignment of rights and delegation of obligations under the Assigned Contracts and in accordance with the terms of the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Sellers agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Assignment and Assumption. Effective as of the Closing, the Sellers hereby fully, finally and irrevocably grant, bargain, deed, sell, assign, delegate, transfer, set over, deliver and convey to Buyer, and Buyer hereby purchases, acquires and accepts from the Sellers, subject to the terms of the Agreement and the exceptions and reservations and the terms and provisions herein and therein, the entirety of the Sellers' right, title and interest, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, including all rights, estates, powers and privileges appurtenant thereto, in

and to all of the Assigned Contracts, free and clear of any and all Encumbrances, other than Permitted Encumbrances.

4. Conflict. This Assignment is subject to all the terms and provisions of the Agreement, which terms, conditions and covenants are incorporated herein by reference. No provision of this Assignment, express or implied, shall be deemed to enlarge, limit, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control; *provided, however*, this Assignment may be relied upon for all purposes without further recourse or reference to the Agreement with respect to the conveyance and transfer of title to the Assigned Contracts and the assignment and delegation of rights and obligations thereunder.

5. No Third Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than Buyer and the Sellers and their respective successors and permitted assigns.

6. Separate Assignments. Separate governmental forms of assignments of the Assigned Contracts may be executed on officially approved forms by the Sellers and Buyer, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed by this Assignment and are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by the Sellers to Buyer.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Counterparts. This Assignment may be executed in counterparts (and via PDF or other electronic means), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

9. Governing Law. This Assignment will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and, where state Law is implicated, the Laws of the State of New York applicable to contracts made and performed in such State.

10. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Assignment, the Agreement, Bill of Sale and the Lease Assignment and Assumption Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject

matter hereof other than those expressly set forth in this Assignment, the Agreement, Bill of Sale or the Lease Assignment and Assumption Agreement.

11. Headings. Section headings are not to be considered part of this Assignment, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Assignment or any provision in it.

12. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Assignment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date hereof.

BUYER:

SOUTHWEST CRITICAL MATERIALS LLC

By:_____
Name:
Title:

SELLERS:

NEVADA COPPER, INC.

By:_____
Name:
Title:

NEVADA COPPER CORP.

By:_____
Name:
Title:

EXHIBIT A

ASSIGNED CONTRACTS

EXHIBIT B

EXCLUDED CONTRACTS

Exhibit Form

EXHIBIT A-2

FORM OF

GENERAL ASSIGNMENT AND BILL OF SALE

This **GENERAL ASSIGNMENT AND BILL OF SALE** (this "**Bill of Sale**"), dated as of [●], 2024 (the "**Effective Date**"), and is made and entered into by and among Nevada Copper, Inc., a Nevada corporation ("**NCI**"), and Nevada Copper Corp., a corporation organized in British Columbia ("**NCU**", and each of NCU and NCI, a "**Seller**", and together, the "**Sellers**") and Southwest Critical Materials LLC, a Delaware limited liability company ("**Buyer**").

WITNESSETH:

WHEREAS, Buyer and the Sellers have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated August 9, 2024 by and among Buyer and the Sellers (the "**Agreement**");

WHEREAS, the Sellers are a party to, or otherwise have been assigned and have assumed, all of the tangible and intangible properties, assets, and rights used or held for use in the conduct and operation of the Business, including those listed on Exhibit A attached hereto (collectively, the "**Purchased Assets**"), but specifically excluding those listed on Exhibit Form

Exhibit attached hereto (collectively, the "**Excluded Assets**"), each of such Exhibit A and Exhibit Form

Exhibit is incorporated herein by reference;

WHEREAS, pursuant to the terms of this Bill of Sale and the Agreement, the Sellers have agreed to sell and assign to Buyer, all of the rights, title and interest in and to the Purchased Assets, but specifically excluding the Excluded Assets, upon the terms and conditions set forth therein and herein, and further subject to any Final Order of the Bankruptcy Court; and

WHEREAS, this Bill of Sale is being entered into to effect the transactions contemplated by the Agreement.

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Sellers agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Assignment and Assumption. Effective as of the Closing, the Sellers hereby fully, finally and irrevocably grant, bargain, deed, sell, assign, transfer, set over, deliver and convey to Buyer, and Buyer hereby purchases, acquires and accepts from the Sellers, subject to the

terms of the Agreement and the exceptions and reservations and the terms and provisions herein and therein, the entirety of the Sellers' right, title and interest, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, including all rights, estates, powers and privileges appurtenant thereto, in and to all of the Purchased Assets (other than those Purchased Assets transferred pursuant to the Contract Assignment and Assumption Agreements or the Lease Assignment and Assumption Agreements), free and clear of any and all Encumbrances, other than permitted Encumbrances.

3. Conflict. This Bill of Sale is subject to all the terms and provisions of the Agreement, which terms, conditions and covenants are incorporated herein by reference. No provision of this Bill of Sale, express or implied, shall be deemed to enlarge, limit, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control; *provided, however*, this Bill of Sale may be relied upon for all purposes without further recourse or reference to the Agreement with respect to the conveyance and transfer of title to the Purchased Assets.

4. No Third Party Beneficiaries. This Bill of Sale shall not confer any rights or remedies upon any Person other than Buyer and the Sellers and their respective successors and permitted assigns.

5. Separate Assignments. Separate governmental forms of assignments of the Purchased Assets may be executed on officially approved forms by the Sellers and Buyer, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed by this Bill of Sale and are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Bill of Sale and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by the Sellers to Buyer.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Counterparts. This Bill of Sale may be executed in counterparts (and via PDF or other electronic means), each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Governing Law. This Bill of Sale will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and, where state Law is implicated, the Laws of the State of New York applicable to contracts made and performed in such State.

9. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Bill of Sale, the Agreement, the Assignment and Assumption Agreement and the Lease Assignment and Assumption Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Bill of Sale, the Agreement, the Assignment and Assumption Agreement or the Lease Assignment and Assumption Agreement.

10. Headings. Section headings are not to be considered part of this Bill of Sale, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Bill of Sale or any provision in it.

11. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Bill of Sale.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their respective officers thereunto duly authorized, as of the date hereof.

BUYER:

SOUTHWEST CRITICAL MATERIALS LLC

By: _____
Name:
Title:

SELLERS:

NEVADA COPPER, INC.

By: _____
Name:
Title:

NEVADA COPPER CORP.

By: _____
Name:
Title:

EXHIBIT A

PURCHASED ASSETS

EXHIBIT B

EXCLUDED ASSETS

Exhibit Form

EXHIBIT A-3

STATE OF [_____] §
§
COUNTIES OF [_____] §

FORM OF

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This **LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Lease Assignment**") dated as of [●], 2024 (the "**Effective Date**"), and is made and entered into by and among Nevada Copper, Inc., a Nevada corporation ("**NCI**"), and Nevada Copper Corp., a corporation organized in British Columbia ("**NCU**", and each of NCU and NCI, a "**Seller**", and together, the "**Sellers**") and Southwest Critical Materials LLC, a Delaware limited liability company ("**Buyer**").

WHEREAS, the Sellers and Buyer are parties to an Asset Purchase Agreement, dated as of August 9, 2024 (as amended from time to time, the "**Agreement**");

WHEREAS, the Sellers are a party to, or otherwise have been assigned and have assumed, the Leases and Purchased Real Property for the conduct and operation of the Business, including those listed on Exhibit A attached hereto (collectively, the "**Assumed Leases**"), but specifically excluding those listed on Exhibit B attached hereto (collectively, the "**Excluded Leases**"), each of Exhibit A and Exhibit B incorporated herein by reference; and

WHEREAS, pursuant to the terms of the Agreement, the Sellers have agreed to assign the Assumed Leases to Buyer, and Buyer has agreed to assume the Assumed Leases from the Sellers, but, in each case, specifically excluding the Excluded Leases, and Buyer has agreed to assume from the Sellers the Assumed Liabilities to the extent resulting from the Assumed Leases, in each case upon the terms and conditions set forth therein and herein, and further subject to any Final Order of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the sale of the Assumed Leases and in accordance with the terms of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Sellers agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Assignment and Assumption of Assumed Leases. Effective as of the Closing, the Sellers hereby fully, finally, and indefeasibly grant, bargain, deed, sell, assign, transfer, set over, deliver and convey to Buyer, and Buyer hereby purchase, acquires and accepts from the Sellers, subject to the terms of the Agreement and the exceptions and reservations and the terms and provisions herein and therein, the entirety of the Seller's right, title and interest,

whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, including all rights, estates, powers and privileges appurtenant thereto, in and to the Assumed Leases, free and clear of any and all Encumbrances, other than Permitted Encumbrances.

3. Conflict. This Lease Assignment is subject to all the terms and provisions of the Agreement, which terms, conditions and covenants are incorporated herein by reference. No provision of this Lease Assignment, express or implied, shall be deemed to enlarge, limit, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Lease Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control; *provided*, *however*, this Lease Assignment may be relied upon for all purposes without further recourse or reference to the Agreement with respect to the conveyance and transfer of title to the Assumed Leases.

4. No Third Party Beneficiaries. This Lease Assignment shall not confer any rights or remedies upon any Person other than Buyer and the Sellers and their respective successors and permitted assigns.

5. Separate Assignments. Separate governmental forms of assignments of the Assumed Leases may be executed on officially approved forms by the Sellers and Buyer, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed by this Lease Assignment and are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Lease Assignment and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by the Sellers to Buyer.

6. Binding Effect. This Lease Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Counterparts. This Lease Assignment may be executed in counterparts (and via PDF or other electronic means), each of which will be deemed to be an original copy of this Lease Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Governing Law. This Lease Assignment will be governed by and construed in accordance with federal bankruptcy Law, to the extent applicable, and, where state Law is implicated, the Laws of the State of New York applicable to contracts made and performed in such State.

9. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Lease Assignment, the Agreement, Bill of Sale and the Assignment and Assumption Agreement, and there are no

representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Lease Assignment, the Agreement, Bill of Sale or the Assignment and Assumption Agreement,.

10. Headings. Section headings are not to be considered part of this Lease Assignment, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Lease Assignment or any provision in it.

11. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto, to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Lease Assignment.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Assignment to be executed by their respective officers thereunto duly authorized, as of the date hereof.

BUYER:

SOUTHWEST CRITICAL MATERIALS LLC

By: _____
Name:
Title:

STATE OF [_____] §
§
COUNTY OF [_____] §

The foregoing instrument was acknowledged before me this [_____], by [_____], as [_____] of [_____], a [_____], on behalf of said [_____].

_____
(Notary's official signature)

_____ (Notary Seal)
Commission Expiration)

SELLERS:

NEVADA COPPER, INC.

By: _____
Name:
Title:

STATE OF [_____] §
§
COUNTY OF [_____] §

The foregoing instrument was acknowledged before me this [_____], by [_____], as [_____] of Nevada Copper, Inc., a Nevada corporation, on behalf of said corporation.

_____
(Notary's official signature)

_____ (Notary Seal)
Commission Expiration)

SELLERS:

NEVADA COPPER CORP.

By: _____
Name:
Title:

STATE OF [_____] §
§
COUNTY OF [_____] §

The foregoing instrument was acknowledged before me this [_____], by [_____], as [_____] of Nevada Copper Corp., a corporation organized in British Columbia, on behalf of said corporation.

_____
(Notary's official signature)

_____ (Notary Seal)
Commission Expiration

EXHIBIT A

ASSUMED LEASES

EXHIBIT B

EXCLUDED LEASES

EXHIBIT B

Form of Stalking Horse Order

[Exhibit omitted and on file with the Debtors]

EXHIBIT C

Form of Canadian Recognition Sale Order

[Exhibit omitted and on file with the Debtors]

EXHIBIT D

Form of Sale Order

[Exhibit omitted and on file with the Debtors]

EXHIBIT B

Assigned Contract Schedule

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#	Debtor	Counterparty	Description	Contract Cure ($)
1	Nevada Copper, Inc.	AccuWeather Enterprise Solutions	02/01/2024 SkyGuard Subscription	459.0
2	Nevada Copper, Inc.	Allied Sanitation Services (Assumed by debtors/cure payments made pursuant to order filed 9/5/24 [ECF No. 640])	02/23/2023 Service Agreement	0.00
3	Nevada Copper, Inc.	Anthony T. Reviglio	Rental House Lease	0.00
4	Nevada Copper, Inc.	Aramark Uniform & Career Apparel	Equipment Rental	1,816.09
5	Nevada Copper, Inc.	Arimex Industrial	11/30/2023 Consulting Agreement	49,801.50
6	Nevada Copper, Inc.	Cigna Health and Life Insurance Company	09/01/2020 Stop Loss Policy	0.00
7			09/01/2023 Administrative Services Contract	0.00
8			09/01/2023 Cigna Dental Choice	0.00
9			09/01/2023 Cigna Dental Preferred	0.00
10			09/01/2023 Cigna Vision	0.00
11			09/01/2023 Application for Amended Group Coverage	0.00
12			09/01/2023 HDHP HSA Base Plan	0.00
13			09/01/2023 HDHP HSA Choice Plan	0.00
14			09/01/2023 OAP Plan	0.00
15	Nevada Copper, Inc.	CIT Bank, N.A.	10/24/2019 Master Railcar Lease	21,973.51
16			10/24/2019 Schedule No. 01 to Master Railcar Lease	0.00
17			05/01/2020 Amendment No. 01 to Schedule No. 01	0.00
18			04/25/2022 Amendment No. 01 to Master Railcar Lease	0.00
19	Nevada Copper, Inc.	City of Yerington	08/10/2009 Water Service Agreement, as amended	0.00
20	Nevada Copper, Inc.	Dynaway	03/21/2023 Proof of Concept	11,124.98
21	Nevada Copper Corp.	Ecofab Covers International Inc.	10/02/2019 Confirmation Letter	0.00
22	Nevada Copper, Inc.	Ecofab Covers International Inc.	07/01/2020 Rental Agreement	0.00
23	Nevada Copper, Inc.	Ecofab Maintenance USA Inc.	04/01/2020 Service & Maintenance Agreement	14,439.94
24	Nevada Copper, Inc.	General Star Indemnity Company	02/12/2024 Excess Automobile Liability Insurance (#IXG678559)	0.00
25	Nevada Copper, Inc.	Geologic Associates, Inc.	07/11/2024 Scope of Work	0.00
26			08/07/2024 Purchase Order (#PO30015101)	7,751.96
27	Nevada Copper, Inc.	Glencore Canada Corporation	06/01/2022 Master Sublease Agreement, as amended or supplemented, including as amended by that certain Rider #1 dated 06/01/2022, that certain Rider #2 dated 08/15/2022, that certain Rider #3 dated 07/01/2023	0.00
28	Nevada Copper, Inc.	Herc Rentals Inc	02/01/2023 Rental Agreement (#33466357)	19,810.64
29			03/03/2023 Rental Agreement (#33549161)	21,120.71
30			05/17/2023 Rental Agreement (#33729118)	9,759.92
31			12/15/2023 Rental Agreement (#34767349)	15,704.52
32	Nevada Copper, Inc.	Jim Menesini Petroleum Products	01/15/2024 Service Agreement	269,717.72
33	Nevada Copper, Inc.	Mine Hoists International LTD	02/06/2023 Rental Agreement	33,200.00
34	Nevada Copper, Inc.	R and M Security, LLC (Assumed by debtors/cure payments made pursuant to order filed 7/12/24 [ECF No. 367])	01/01/2022 Service Agreement	0.00
35			01/27/2022 Sole Source Agreement	0.00
36	Nevada Copper, Inc.	Redwood Fire and Casualty Insurance Company	02/12/2024 Business Auto Insurance (#01 APM 043775-01)	0.00

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37	Nevada Copper, Inc.	Reginal Emergency Medical Services Authority (REMSA)	Care Flight Membership Coverage	0.00
38	Nevada Copper, Inc.	RGGS Land & Minerals. Ltd., L.P.	05/04/2006 Mining Lease Agreement	150,000.00
39			04/10/2008 First Amendment to Lease Agreement	0.00
40			04/24/2013 Second Amendment to Lease Agreement	0.00
41			05/10/2016 Third Amendment to Lease Agreement	0.00
42			06/03/2016 Fourth Amendment to Lease Agreement	0.00
43			01/10/2017 Fifth Amendment to Lease Agreement	0.00
44			10/2019 Sixth Amendment to Lease Agreement	0.00
45	Nevada Copper, Inc.	Sierra Rental and Transport Co Inc. (SRT)	08/16/2023 Rental Agreement	0.00
46	Nevada Copper, Inc.	Southwest Energy LLC	07/01/2023 Explosives Equipment Rental Agreement	0.00
47			01/01/2024 Pricing Update	0.00
48			01/01/2024 Explosives Equipment Rental Agreement	28,695.69
49	Nevada Copper, Inc.	The Prudential Insurance Company of America	09/01/2023 Group Term Life, Accidental Death and Dismemberment, Short and Long Term Disability Coverages - expires 9/1/2025	0.00
50	Nevada Copper, Inc.	Union Pacific Railroad Company	01/01/2024 Rail Transport Agreement	0.00
51			01/01/2024 Child Agreement	0.00
52	Nevada Copper, Inc.	United Rentals (North America)	09/02/2020 Rental and Service Agreement	14,390.43
53	Nevada Copper, Inc.	Walker River Irrigation District	12/01/2018 Lease Agreement	0.00
54	Nevada Copper, Inc.	Williams Scotsman, Inc.	03/31/2020 Office Rental	0.00
55			09/20/2020 Amendment to Lease Agreement (Lease Term Renewal)	7,934.67