

ASSET PURCHASE AGREEMENT

BETWEEN

MYRIAD RED BASIN LLC

MYRIAD URANIUM CORP.

and

SUBATOMIC RED BASIN, LLC

DATED AS OF MARCH 17, 2026

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EXHIBITS

Exhibit A	The Claims
Exhibit B	Seller's Data and Information
Exhibit C	Form of Special Warranty Deed
Exhibit D	Form of FIRPTA Certificate

THIS ASSET PURCHASE AGREEMENT (the “*Agreement*”), dated as of March 17, 2026 (the “*Effective Date*”), is by and between MYRIAD RED BASIN LLC, a New Mexico limited liability company (“*Seller*”), MYRIAD URANIUM CORP., a British Columbia corporation (“*Myriad*”), and SUBATOMIC RED BASIN, LLC, a Nevada limited liability company (“*Buyer*”), and together with Seller, the “*Parties*” and each, a “*Party*”).

RECITALS

A. Seller owns certain unpatented mining claims in Catron County, New Mexico, as more particularly described in Exhibit A attached hereto and incorporated herein (the “*Claims*”).

B. Seller desires to convey, and Buyer desires to purchase, the Claims, and all data, information, contracts and other assets and properties associated therewith, upon and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties agree as follows:

ARTICLE 1

DEFINED TERMS

1.1 Certain Definitions. In addition to other terms defined in this Agreement, the following terms shall have the meanings set forth below when used in this Agreement:

(a) The term “*Closing Date*” has the meaning set forth in Section 2.3(a).

(b) The term “*Losses*” means, with respect to any person or entity, any liabilities, commitments, obligations, losses, damages, penalties (civil or criminal), expenses (including reasonable attorneys’ fees), fines, settlements, interest, suits, causes of action, legal or administrative proceedings, arbitration awards, demands or claims, including claims for personal injury, injunctive relief or damage to property, of such person or entity of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, and whether due or to become due, regardless of when asserted, except to the extent the same arise from a Party’s own gross negligence or willful misconduct.

(c) The term “[name redacted] *Agreements*” means, collectively, [details of settlement and non-renewal agreements redacted].

(d) The term “*Strategic Alliance Agreement*” means an agreement between Myriad and Subatomic Industries Corp. regarding future activities within the State of New Mexico.

(e) “\$” or “dollars” means United States currency.

ARTICLE 2

SALE AND PURCHASE

2.1 Assets to be Sold and Purchased.

(a) Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 2.3(a)) Seller shall sell, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of all liens, claims, charges or encumbrances (collectively, the “*Encumbrances*”), the following property, assets and rights (collectively, the “*Assets*”):

(i) The Claims (together with all associated, related and appurtenant rights and interests, including, without limitation, all ores, metals, minerals, mineral rights and mining rights, of every kind and character whatsoever, in, on, under or associated with the Claims, all access rights, easements and rights-of-way, water, stock watering, reservoir and other ancillary rights (if any), owned or held by Seller in connection with the Claims, and all after acquired title and interest with respect thereto); and

(ii) All of Seller’s files, documents, data, information and records, in whatever form, related to the Claims, including all internal analyses and reports prepared by third-party consultants or contractors, as described in Exhibit B (the “*Data and Information*”).

2.2 Purchase Price. The purchase price for the Assets (the “*Purchase Price*”) is \$2,500,000 in cash payable by Buyer to Seller on the Closing Date (the “*Closing Date Payment*”).

2.3 Closing.

(a) Subject to the terms and conditions of this Agreement, including Section 9.1 below, the consummation of the sale and purchase of the Assets contemplated by this Agreement (the “*Closing*”) shall take place at 10:00 a.m., local time, at the offices of Davis Graham & Stubbs LLP, 3400 Walnut St., Suite 700, Denver, Colorado 80205, on April 17, 2026, or at such other time and place as is mutually agreeable to the Parties. The date on which the Closing occurs is referred to as the “*Closing Date*.”

(b) At the Closing, Seller shall deliver to Buyer:

(i) a Special Warranty Deed conveying the Claims to Buyer substantially in the form attached hereto as Exhibit C (the “*Deed*”);

(ii) possession of the Assets;

(iii) a certificate of an authorized officer of Seller dated the Closing Date in the form attached hereto as Exhibit D (the “*FIRPTA Certificate*”);

(iv) the Strategic Alliance Agreement;

(v) the Data and Information; and

(vi) such other documents and information as may be required to effectuate the transactions contemplated herein.

(c) At the Closing, Buyer shall deliver to Seller the Closing Date Payment, by wire transfer of immediately available funds, pursuant to wire transfer instructions provided by Seller to Buyer prior to Closing.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller represents, warrants and covenants to Buyer as set forth below, and all such representations and warranties shall be true and correct as of the Effective Date and the Closing Date.

3.1 Organization of Seller. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Mexico.

3.2 Authority of Seller. Seller has all requisite corporate power and authority to own and operate the Assets and to conduct its business with respect thereto. Seller has all requisite corporate power and authority to execute and deliver this Agreement, the Deed and the other agreements and instruments to be executed and delivered by it pursuant to this Agreement (collectively, the “*Ancillary Agreements*”) and to consummate the transactions contemplated hereby and thereby.

3.3 Execution and Binding Effect. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes, and the Ancillary Agreements upon their execution and delivery by Seller on or prior to the Closing Date will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by Buyer), legal, valid and binding agreements of Seller, enforceable against Seller, in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and by equitable principles generally.

3.4 No Violation; Consents and Approvals. Neither the execution, delivery and performance of this Agreement or the Ancillary Agreements nor the consummation by Seller of the transactions contemplated hereby or thereby will (a) conflict with, violate or result in any breach of the terms, conditions or provisions of Seller’s articles of incorporation or by-laws, as amended and as currently in place, (b) conflict with, violate or result in any breach of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any agreement, lease, instrument, obligation, understanding or arrangement to which Seller is a party or by which Seller or any of the Assets may be bound or subject, except for such defaults (or rights of termination, cancellation or acceleration), as to which requisite waivers or consents have been obtained or are to be obtained as contemplated herein, (c) violate any statute, ordinance or law or any rule, regulation, order, judgment, writ, injunction or decree of any court or of any public, governmental or regulatory body, agency or authority

applicable to Seller or by which any of its properties or assets may be bound or subject, or (d) require any filing, declaration or registration with, or permit, consent or approval of, or the giving of any notice to, any person or entity, including any public, governmental or regulatory body, agency or authority.

3.5 Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to Seller's knowledge, threatened, by or against Seller with respect to the Claims or any of the other Assets, or its activities on the Claims, or which are reasonably likely to have a material adverse effect on Seller's right or ability to consummate the transactions contemplated by this Agreement, at law or in equity or before or by any federal, state, municipal, foreign or other governmental department, commission, board, agency, instrumentality or authority. Neither Seller nor any of its Affiliates is subject to any pending judgment relating to the Assets or its or their activities on the Claims.

3.6 Title.

(a) With respect to each of the Claims, (i) subject to the paramount title of the United States of America, the statutory rights of third parties to use of the surface, and any easements or rights of way of record, (A) as of the Effective Date, Myriad owns, and (B) as of the Closing Date, Seller will own, the Claims free and clear of all Encumbrances; (ii) the Claims were located by qualified locators and properly laid out and monumented on available public domain land open to appropriation by mineral location; (iii) location notices or certificates for each of the Claims were timely and properly recorded and filed with the appropriate governmental agencies, and all payments required in connection therewith were timely and properly made; (iv) all claim maintenance, recording and related fees have been timely and properly paid as required by law in order to hold the Claims through the assessment year ending on September 1, 2026; and (v) all affidavits of assessment of work, notices of intent to hold, evidence of payment of claim maintenance fees, and other filings required to maintain the Claims in good standing have been timely and properly recorded or filed with the appropriate governmental agencies. To Seller's knowledge, there are no third-party unpatented claims or other real property interests which overlap with the Claims. There are no unresolved disputes with any third party regarding any unpatented mining claims or other real property interests which overlap with the Claims.

(b) Seller has not sold, conveyed, assigned, optioned or transferred any right, title or interest in the Assets to any third party.

(c) There are no net smelter return royalties, production royalties or other royalties or burdens on production on or affecting the Claims.

(d) Except for the Claims, neither Seller nor any of its Affiliates own or hold any contractual interests in any real property in Catron County, New Mexico.

3.7 Contracts. Except as has been disclosed by Seller to Buyer regarding the [name redacted] Agreements, Seller is not a party to any agreement or contract pertaining to or binding on the Claims or the other Assets.

3.8 Compliance with Law. Seller's and its Affiliates', and to Seller's knowledge its predecessors in interest's, activities on the Claims have been conducted and are currently in

material compliance with all applicable federal, state or local laws, regulations, ordinances, rules or orders, including environmental laws and laws, rules and regulations pertaining to reclamation or restoration of the Claims. No permits, licenses or approvals required from any federal, state or local governmental agency were required in connection with Seller's activities on the Claims through the Effective Date.

3.9 Environmental Compliance. There are no environmental conditions associated with the Claims or arising out of Seller's, its Affiliates, or, to Seller's knowledge, its predecessors in interest's, activities on the Claims which constitute a nuisance or have resulted in or could reasonably be expected to result in a violation of or liability under applicable environmental laws. No governmental authority has issued to Seller, its Affiliates or its predecessors in interest under applicable environmental laws any notices of violations or consent orders pertaining to the Claims or its activities thereon, or any notice of any inspection or possible inspection or investigation by any governmental authority under any applicable environmental laws. There are no pending, or to Seller's knowledge threatened, proceedings by or before any court or other governmental authority with respect to activities of the Seller, its Affiliates or its predecessors in interest on the Claims alleged to be, or to have been, in violation of, or to be the basis of liability under, any environmental law, and Seller is not aware of any release of any hazardous materials at, from or affecting the Claims.

3.10 Brokers and Finders. Neither Seller nor any of its directors, officers, employees or agents has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees which could in any way be deemed payable by Buyer in connection with the transactions contemplated by this Agreement.

3.11 Representations. No statements, warranties, or representations made by Seller herein contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which such statements were or will be made, not misleading.

3.12 Survival of Representations and Warranties. The representations, warranties and covenants contained in this Article 3 shall survive the execution and delivery of this Agreement and the Closing as well as any assignment hereof and the execution and delivery of the Deed, through and including the date which is three years following the Effective Date.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as set forth below, which such representations and warranties shall be true and correct as of the Effective Date and the Closing Date.

4.1 Organization of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada.

4.2 Authority of Buyer. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby.

4.3 Execution and Binding Effect. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and constitutes, and the Ancillary Agreements upon their execution and delivery by Buyer on or prior to the Closing Date will constitute (assuming, in each case, the due and valid authorization, execution and delivery thereof by Seller), legal, valid and binding agreements of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws and by equitable principles generally.

4.4 No Violation; Consents and Approvals. Neither the execution, delivery or performance of this Agreement or the Ancillary Agreements nor the consummation by Buyer of the transactions contemplated hereby or thereby will (a) conflict with, violate or result in any breach of the terms, conditions or provisions of Buyer's articles of incorporation or by-laws, as amended and as currently in place, (b) conflict with, violate or result in any breach of, or constitute a default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any agreement, lease, instrument, obligation, understanding or arrangement to which Buyer is a party or by which Buyer may be bound or subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained, (c) violate any statute, ordinance or law or any rule, regulation, order, judgment, writ, injunction or decree of any court or of any public, governmental or regulatory body, agency or authority applicable to Buyer or by which any of its properties or assets may be bound or subject, or (d) require any filing, declaration or registration with, or permit, consent or approval of, or the giving of any notice to, any person or entity, including any public, governmental or regulatory body, agency or authority.

4.5 Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened by or against Buyer, at law or in equity or before or by any federal, state, municipal, foreign or other governmental department, commission, board, agency, instrumentality or authority which could reasonably be expected to have a material adverse effect on Buyer's right or ability to consummate the transactions contemplated by this Agreement.

4.6 Brokers and Finders. Neither Buyer nor any of its officers, directors, employees or agents has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees which could in any way be deemed payable by Seller in connection with the transactions contemplated by this Agreement.

4.7 Survival of Representations and Warranties. The representations and warranties contained in this Article 4 shall survive the execution and delivery of this Agreement and the Closing as well as any assignment hereof and the execution and delivery of the Deed and any other conveyance document, through and including the date which is three years following the Effective Date.

ARTICLE 5

ADDITIONAL COVENANTS

5.1 Conduct of Business.

(a) Between the Effective Date and the Closing Date, without the written consent of Buyer, which may be withheld by Buyer in its sole discretion, Seller shall not:

(i) conduct any activities on the Claims except in the ordinary course of business and in compliance with applicable federal, state and local laws, rules and regulations;

(ii) make any sale, transfer, lease, pledge or other disposition of any or all of its interest in the Assets, or mortgage, pledge or otherwise create an Encumbrance on any of the Assets or any portion thereof; or

(iii) willfully commit or consent to do any act that would cause a breach of any covenant contained in this Agreement or would cause any representation or warranty contained in this Agreement to become untrue.

(b) Between the Effective Date and the Closing Date, Seller shall:

(i) timely and properly perform all obligations and timely and properly make all payments required to maintain the Claims, and provide to Buyer notice of the same having been performed or made at least five days in advance of their respective due dates; and

(ii) take all reasonable steps to ensure that all of the Assets remain in substantially the same condition as on the Effective Date.

5.2 Access to Records and Claims and Due Diligence.

(a) During the period from the Effective Date to the Closing Date, Seller shall furnish to Buyer and its representatives access (during regular business hours, on reasonable prior notice and subject to reasonable conditions as to confidentiality, safety and similar matters) to its activities on the Claims and shall furnish to Buyer and its designees all of the Data and Information as shall be reasonably requested by Buyer.

(b) During the period from the Effective Date to the Closing Date, Buyer may conduct such due diligence as it deems necessary in its sole discretion with respect to (i) title to and the validity of the Claims, (ii) environmental conditions at the Claims, (iii) mineral reserves and resources at the Claims, or (iv) any other matter pertaining to the Assets, and Seller shall cooperate with Buyer in good faith with respect to such due diligence. Seller agrees that Buyer may engage in such discussions as it sees fit with representatives of federal state or local governmental agencies or authorities, or other third parties, concerning the Claims, environmental conditions at or pertaining to the Claims, or any other matter. Seller shall provide Buyer and its representatives with access, upon 48 hours' advance notice and during business hours, to the

Claims and all facilities and properties owned by Seller for purposes of conducting a Phase 1 environmental site assessment.

(c) Prior to the Closing Date, Buyer or its Affiliates may issue a press release or other public announcement concerning this Agreement and the transactions contemplated hereby; provided that Buyer shall provide Seller with a copy of the proposed release or announcement in advance and Seller shall have two business days to comment on the same before it is issued.

5.3 Consultation and Reporting. During the period from the Effective Date to the Closing Date, Seller will, subject to any applicable legal or contractual restrictions, confer on a regular and frequent basis with Buyer to report on material matters pertaining to the Claims and its ongoing activities with respect to the Claims. Seller will notify Buyer of any unexpected emergency, material change to the Assets or other material change in the normal course of its business or in the conduct of its activities and of any material governmental or third-party complaints, investigations, adjudicatory proceedings, or hearings (or communications indicating that the same may be contemplated) with respect to the Assets and will keep Buyer fully informed of such events and permit Buyer's representatives prompt access to all materials served on Seller in connection therewith. Each of Seller and Buyer shall further, upon obtaining knowledge of any of the following, promptly notify the other of Seller and Buyer of:

(a) any notice or other communication from any person or entity alleging that the consent of such person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement or the Claims; and

(c) any actions, suits, claims, investigations or other judicial proceeding commenced or threatened against Seller or Buyer which relate to the consummation of the transactions contemplated by this Agreement, the Claims, or Seller's or its Affiliates' activities with respect to the Claims.

5.4 Pre-Closing and Post-Closing Efforts. Prior to and after the Closing, each of the Parties shall use its commercially reasonable efforts, and the Parties shall cooperate with each other (including without limitation by exchange of information), to obtain all waivers, permits, consents and approvals and to effect all registrations, filings and notices with governmental or public bodies or authorities or other third parties that are in the reasonable opinion of Seller or Buyer necessary or reasonably necessary in connection with the transactions contemplated by this Agreement. The Parties will pay all fees due with respect to any government filings required to be made by them.

5.5 Satisfaction of Conditions Precedent. Subject to the terms and conditions of this Agreement, each Party will each use commercially reasonable efforts to satisfy or cause to be satisfied all the conditions precedent that are applicable to each of them, and to cause the transactions contemplated by this Agreement to be consummated, and, without limiting the

generality of the foregoing, to obtain all consents and authorizations of third parties and to make filings with, and give all notices to, third parties that may be necessary or reasonably required on its part in order to effect the transactions contemplated hereby.

5.6 Exclusivity. From the Effective Date until the Closing Date or the earlier termination of this Agreement in accordance with its terms, none of Seller, its Affiliates nor any of its or their respective representatives, officers, directors, employees, advisors or agents will, directly or indirectly, make, solicit or initiate inquiries from, or the submission of proposals or offers from, or otherwise engage in any discussions or negotiations with, any third party relating to any transaction that is inconsistent with the transactions contemplated herein, or participate in any discussions or negotiations regarding, or furnish to any other party any information with respect to, or otherwise co-operate in any way with, or assist or participate in or facilitate, any effort or attempt by any person to do or see to do any of the foregoing and, to the extent any such discussions or negotiations have occurred with third parties prior to the date hereof regarding any such prospective transaction, they shall be terminated immediately.

ARTICLE 6

CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions, all of which are for the benefit of Buyer and any of which may be waived in writing in whole or in part by Buyer as provided herein, except as otherwise provided by law.

6.1 Representations and Warranties of Seller to be True; Performance by Seller.

(a) The representations and warranties of Seller contained in this Agreement and in any document delivered hereunder at Closing shall be true and correct as of the Closing Date with the same effect as though such representations and warranties had been made or given again at and as of the Closing Date, except for any representation or warranty expressly stated to have been made or given as of a specified date, which, at the Closing Date, shall be true and correct as of the date expressly stated.

(b) Seller shall have performed and complied with all of its agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

6.2 Deliveries. Seller shall have duly executed and delivered to Buyer each of the deliveries set forth in Section 2.3(b).

6.3 Due Diligence. Buyer, in its sole discretion, shall be satisfied with the results of its due diligence with respect to the Claims and the other Assets.

6.4 No Proceeding or Litigation.

(a) No preliminary or permanent injunction or other order shall have been issued by any court or competent jurisdiction, whether federal, state or foreign, or by any

governmental or regulatory body whether federal, state or foreign, nor shall any statute, rule, regulation or executive order be promulgated or enacted by any governmental authority, whether federal, state or foreign, which prevents the consummation of the transactions contemplated in this Agreement.

(b) No suit, action, claim, proceeding or investigation before any court, arbitrator or administrative, governmental or regulatory body, whether federal, state or foreign, shall have been commenced and be pending against Seller or Buyer or any of their respective Affiliates seeking to prevent the sale of the Assets or asserting that the sale of the Assets would be illegal.

ARTICLE 7

CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller under this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each the following conditions, all of which are for the benefit of Seller and any of which may be waived in whole or in part by Seller as provided herein, except as otherwise provided by law:

7.1 Representations and Warranties of Buyer to be True; Performance by Buyer.

(a) The representations and warranties of Buyer contained in this Agreement and in any document delivered hereunder at Closing shall be true and correct as of the Closing Date with the same effect as though such representations and warranties had been made or given again at and as of the Closing Date, except for any representation or warranty expressly stated to have been made as or given as of a specified date, which, at the Closing Date, shall be true and correct as of the date expressly stated.

(b) Buyer shall have performed and complied in all material respects with all of the agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Date.

7.2 Deliveries. Buyer shall have duly executed and delivered to Seller each of the deliveries set forth in Section 2.3(c).

7.3 No Proceeding or Litigation.

(a) No preliminary or permanent injunction or other order shall have been issued by any court of competent jurisdiction, whether federal, state or foreign, or by any governmental or regulatory body, whether federal, state or foreign, nor shall any statute, rule, regulation or executive order be promulgated or enacted by any governmental authority, whether federal, state or foreign, which prevents the consummation of the transactions contemplated in this Agreement.

(b) No suit, action, claim, proceeding or investigation before any court, arbitrator or administrative, governmental or regulatory body, whether federal, state or foreign, shall have been commenced and be pending against Seller or Buyer or any of their respective

Affiliates, associates, officers or directors seeking to prevent the sale of the Assets or asserting that the sale of the Assets would be illegal.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification by Seller. Except as otherwise limited by this Article 8, Seller shall defend, indemnify and hold Buyer, its Affiliates and its and their directors, officers, employees, agents, successors and assigns harmless from any and all Losses actually suffered or incurred by any of them, arising out of or resulting from:

(a) the breach of any representation or warranty by Seller contained herein or in any document delivered hereunder at the Closing for which Buyer has provided Seller notice thereof and reasonable particulars thereof within the survival period described in Section 3.12; and

(b) the breach of any covenant or agreement by Seller contained herein or in any document delivered hereunder at the Closing for which Buyer has provided Seller notice thereof and reasonable particulars thereof within the survival period described in Section 3.12.

8.2 Guarantee. Myriad hereby guarantees the due, prompt and faithful performance and discharge by, and compliance with, all of the obligations, covenants, terms, conditions and undertakings of Seller under this Agreement in accordance with the terms hereof, including Seller's indemnification or payment obligations under this Article 8.

8.3 Indemnification by Buyer. Except as otherwise limited by this Article 8, Buyer shall defend, indemnify and hold Seller, its Affiliates and its and their directors, officers, employees, agents, successors and assigns harmless from any and all Losses actually suffered or incurred by any of them, arising out of or resulting from:

(a) the breach of any representation or warranty by Buyer contained herein or in any document delivered hereunder at the Closing for which Seller has provided Buyer notice thereof and reasonable particulars thereof within the survival period described in Section 4.7; and

(b) the breach of any covenant or agreement by Buyer contained herein or in any document delivered hereunder at the Closing for which Seller has provided Buyer notice thereof and reasonable particulars thereof within the survival period described in Section 4.7.

8.4 General Indemnification Provisions.

(a) For the purposes of this Article 8, the term "**Indemnitee**" shall refer to the person or persons indemnified, or entitled, or claiming to be entitled to be indemnified, pursuant to the provisions of Section 8.1 or 8.2, as the case may be; the term "**Indemnitor**" shall refer to the person having the obligation to indemnify pursuant to such provisions.

(b) An Indemnitee shall promptly give the Indemnitor notice of any matter which an Indemnitee has determined has given or would reasonably be expected to give rise to a

right of indemnification under this Agreement, stating the amount of the Losses, if known, the method of computation thereof and the basis for the claim, all with reasonable particularity. The obligations and liabilities of an Indemnitor under this Article 8 with respect to Losses arising from claims of any third party that are subject to the indemnification provided for in this Article 8 (“*Third-Party Claims*”) shall be governed by and contingent upon the following additional terms and conditions. If an Indemnitee shall receive notice of any Third-Party Claim, the Indemnitee shall give the Indemnitor prompt notice of such Third-Party Claim; provided, however, that an Indemnitee’s failure to notify does not release, reduce or otherwise affect the Indemnitor’s duty to indemnify, except to the extent of any actual prejudice suffered by the Indemnitor as a result of such failure to notify. Provided that the Indemnitor acknowledges in writing that it is indemnifying the Indemnitee with respect to the Third-Party Claim, the Indemnitor, at its option, may assume and control the defense and/or management of such Third-Party Claim at its expense and through counsel of its choice if it gives prompt notice of intention to do so to the Indemnitee; provided that the Indemnitee may, at its election, participate in any such defense at its sole expense; and provided, further that when claims are asserted in the same proceeding against both the Indemnitee and the Indemnitor, the Indemnitee shall have the right to employ, at the Indemnitor’s expense, one firm of counsel of its choice to represent the Indemnitee if the Indemnitor (i) elects not to or is not entitled to defend, compromise or settle a Third-Party Claim, (ii) having timely elected to defend a Third-Party Claim, fails adequately to prosecute or pursue such defense or (iii) a defense exists for an Indemnitee that is not available to the Indemnitor. In the event the Indemnitor exercises its right to undertake the defense against or management of any such Third-Party Claim as provided above, the Indemnitee shall cooperate with the Indemnitor in such defense or management and make available to the Indemnitor all witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnitor. Except as provided above, Indemnitor shall promptly reimburse Indemnitee for any expenses incurred in connection with such cooperation. Similarly, in the event the Indemnitor does not exercise its right to undertake the defense or management of any Third-Party Claim and the Indemnitee is, directly or indirectly, conducting the defense against or management of any such Third-Party Claim, the Indemnitor shall cooperate with the Indemnitee in such defense or management and make available to it all such witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnitee. Except for the settlement of a Third-Party Claim which involves the payment of money only and for which the Indemnitee is totally indemnified by the Indemnitor, no Third-Party Claim may be settled by the Indemnitor without the prior written consent of the Indemnitee, such consent not to be unreasonably withheld. Similarly, no Third-Party Claim may be settled by the Indemnitee without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld.

ARTICLE 9

TERMINATION, AMENDMENT AND WAIVER

9.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of Buyer and Seller;

(b) by either Seller or Buyer if there has been a breach by the other of any representation or warranty contained in this Agreement or of any covenant contained in this Agreement, which inaccuracy or breach has prevented the satisfaction of any condition to the obligations of Seller or Buyer to effect the Closing pursuant to Article 6 or Article 7, as applicable, and which cannot be, or has not been, cured within ten (10) days after written notice of such breach is given to the Party committing such breach, provided that the right to effect such cure shall not extend beyond the date set forth in Section 9.1(c) below;

(c) by either Seller or Buyer if all conditions to Closing required under Article 6 or Article 7, respectively, have not been met or waived by April 30, 2026, or such later date as may be agreed upon by Seller and Buyer; provided, however, that neither Seller nor Buyer shall be entitled to terminate this Agreement pursuant to this Section 9.1(c) if such Party (i) has been in material violation of any of its representations, warranties or covenants in this Agreement and such violation has been a material factor in delaying the Closing, or (ii) is in willful and material violation of any of its representations, warranties or covenants in this Agreement;

(d) by Buyer, in its sole discretion, if it is not satisfied with the results of its due diligence with respect to the Claims or the other Assets; and

(e) by either Buyer or Seller if an order shall have been issued prohibiting the Closing hereunder by or from any governmental or regulatory agency or court of competent jurisdiction.

9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by either or both of the Parties pursuant to Section 9.1 hereof, written notice thereof shall forthwith be given to the other Party specifying the provision hereof pursuant to which such termination is made, and there shall be no further liability on the part of the Parties (or their respective employees, officers, directors, members, managers or Affiliates), except as set forth in Sections 10.1 (*Expenses*), 10.8 (*Notices*), 10.9 (*Governing Law*), 10.14 (*Other Business Opportunities*), 10.15 (*Public Announcements*), 10.16 (*Remedies*) and Article 8 (*Indemnification*), which shall survive the termination and remain in full force and effect.

9.3 Amendment. This Agreement may not be amended except by an instrument in writing signed by both Parties.

9.4 Waiver. Any failure of either of the Parties to comply with any provision hereof may be waived by the Party entitled to the benefit thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such provision shall not operate as a waiver of or estoppel with respect to, any subsequent or other failure.

ARTICLE 10

MISCELLANEOUS

10.1 Expenses. All costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement, the Ancillary Agreements, and the transactions contemplated hereby and thereby be

paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

10.2 Consents. Whenever this Agreement requires a permit or consent by or on behalf of either Party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in Section 9.4.

10.3 Assignment; Parties in Interest. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns. Prior to Closing, either Buyer or Seller may assign and delegate its interest in this Agreement to any third party reasonably qualified and financially and otherwise capable of complying with the terms and conditions of this Agreement, upon receiving the prior written consent of the other Party, which such consent may not be unreasonably withheld or delayed. Notwithstanding such consent, the assigning Party shall be jointly and severally liable with the assignee for any breach by the assignee of its obligations under this Agreement, including without limitation Article 8 hereof. Any such assignment shall not be effective unless the assignee agrees in writing with the other Parties hereto to be bound by all of the terms and conditions of this Agreement.

10.4 Further Assurances. Each of the Parties agrees that, from and after the Closing, upon the reasonable request of the other Party and without further consideration, such Party will execute and deliver to such other Party such documents and further assurances and will take such other actions as such other Party may reasonably request in order to carry out the purpose and intention of this Agreement.

10.5 Title and Risk of Loss. Legal title, equitable title and risk of loss with respect to the Assets and rights to be transferred hereunder shall not pass to Buyer until the Assets or rights are transferred at the Closing hereunder.

10.6 Entire Agreement. This Agreement and Exhibits and other writings referred to herein or delivered pursuant hereto which form a part hereof contain the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements pertaining to the subject matter hereof.

10.7 Headings. The Article and Section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.8 Notices. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given if personally delivered, or on the date of receipt if delivered by reputable overnight courier, as follows:

If to Seller:

Myriad Red Basin LLC
Suite 600 – 1090 West Georgia Street
Vancouver, British Columbia, Canada

V6E 3V7
Attention: Chief Executive Officer
Email: [email address redacted]

(a) If to Buyer:

Subatomic Red Basin, LLC
[address redacted]
Attention: Timothy Chilleri
Email: [email address redacted]

or to such other address as the person to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

10.9 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Mexico without regard to its provisions concerning conflicts or choice of law.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Such counterparts may be delivered by facsimile or electronic transmission and the receiving Party is entitled to rely on the same to the same extent as if it had been an executed original.

10.11 Affiliate. As used herein, an “Affiliate” of Buyer or Seller shall mean any corporation or other business entity or individual controlling, controlled by or under common control with, Buyer or Seller, as the case may be, and for this purpose “control” of any entity shall mean the direct or indirect beneficial ownership of a majority of the voting interest in such entity, or such other relationship as, in fact, constitutes actual control thereof.

10.12 Survival. Except as specifically set forth herein and, as applicable, to the extent set forth herein, the provisions of this Agreement shall survive the Closing and the delivery of the conveyance documents at the Closing.

10.13 Interpretation. Whenever the singular or masculine or neuter is used in this Agreement, the same will be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires. Use of the word “including” in this Agreement means “including without limitation” or “including but not limited to.” Each of the Exhibits attached to this Agreement is incorporated into the Agreement by this reference. Any heading, caption or index contained herein will not be used in any way in construing any provision hereof.

10.14 Other Business Opportunities. This Agreement is, and the rights and obligations of the Parties are, strictly limited to the subject matter hereof. Except as expressly provided herein, the Parties shall have the free and unrestricted right to independently engage in, and receive the full benefits of, any and all business ventures of any sort whatever, whether or not competitive with the Claims, without consulting the other or inviting or allowing the other to participate therein. None of the Parties shall be under any fiduciary or other duty to any other Party which will prevent

it from engaging in or enjoying the benefits of, any competing venture or ventures outside the Claims. The legal doctrines of “corporate opportunity” or “business opportunity” as developed or applied by any court or authority of any jurisdiction and sometimes applied to persons or legal entities occupying a joint venture or other fiduciary status shall not be applied to any other activity, venture, or operation of either Party.

10.15 Public Announcements.

(a) From and after the Closing Date, Seller agrees to treat, subject as set out below, all Data and Information as confidential, and subject as set out below, such information shall not be disclosed to any other person or entity, without the prior written consent of Buyer, which such consent Buyer may withhold in its sole discretion. In the event that Seller is required by any law, rule, regulation, or order to disclose to the public any of such information, it shall immediately notify Buyer of such requirement and the terms thereof, together with a copy of such release as may be contemplated, prior to such disclosure. Buyer shall then have two (2) business days to review and comment upon such disclosure and to request, prior to disclosure, confidential treatment of any of the information under such terms as it shall, in its reasonable discretion, determine. Seller shall each use its reasonable best efforts to comply with such request prior to making the required disclosure. Notwithstanding the foregoing, if Seller receives advice from its legal counsel that it should disclose such information within a timeframe that does not allow such review and comment by Buyer may do so without being in breach of its obligations hereunder.

(b) Seller acknowledges that, based upon (i) information and data that may have been provided by Seller, or (ii) information and data derived or obtained by Buyer or its Affiliates pertaining to adjacent or nearby properties which it owns or in which it holds a contractual interest, Buyer may have developed its own theories and interpretations regarding the potential for mineral development of the Claims that are regarded by Buyer as confidential and/or proprietary to Buyer and which have not been disclosed to Seller. Seller agrees that in entering into this Agreement, it is not relying on Buyer, and Buyer has no obligation, to disclose any such information, data, theories or interpretations.

10.16 Remedies. If any Party fails to perform any of its respective obligations referred to under Section 6.1(b), Section 6.2, Section 7.1(b) or Section 7.2, the other Party shall be entitled to the remedy of specific performance with respect to such failure, in addition to all other legal or equitable remedies to which it may be entitled in connection with such failure.

10.17 Opportunity to Consult with Legal Counsel. Each Party to this Agreement acknowledges and agrees that: (a) it has had a full and fair opportunity to seek, retain, consult with, and obtain the advice of independent legal counsel of its own choosing regarding the negotiation, drafting, execution, delivery, and performance of this Agreement and the transactions contemplated hereby; (b) it either has consulted with such counsel or has knowingly and voluntarily elected not to do so; (c) it has read this Agreement in its entirety, understands its terms, and is entering into this Agreement knowingly, voluntarily, and without duress; and (d) no Party has relied upon any representation, promise, inducement, statement, or assurance not expressly set forth in this Agreement in deciding to enter into this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the Parties as of the date first above written.

MYRIAD RED BASIN LLC,
a New Mexico limited liability company

By: Myriad Uranium Corp., its sole member

By: "Thomas Lamb"
Name: Thomas Lamb
Title: Chief Executive Officer

MYRIAD URANIUM CORP.,
a British Columbia, Canada corporation

By: "Thomas Lamb"
Name: Thomas Lamb
Title: Chief Executive Officer

SUBATOMIC RED BASIN, LLC,
a Nevada limited liability company

By: Subatomic Industries Corp., its sole member

By: "Timothy Chilleri"
Name: Timothy Chilleri
Title: Chief Executive Officer

EXHIBIT A
THE CLAIMS

The following unpatented mining claims situated in Catron County, New Mexico:

[list of unpatented mining claims redacted]

EXHIBIT B
SELLER'S DATA AND INFORMATION

Seller's Data, Information and Records Related to the Claims

"Data and Information" shall include without limitation:

Copies of all books and records (including electronic and computerized books and records) related to the Claims, including all agreements, contracts, tax information related to the Claims, documents, communications, and other items (including computer programs and data), as well as all files, records, reports, information and data in its possession or in the possession of any third party consultant or reasonably available to it relating to title to the Claims or environmental conditions at or pertaining to the Claims, and all maps, assays, surveys, technical reports, core, drill logs, core and drill data, samples, mine, mill, processing and smelter records, and metallurgical, geological, geophysical, geochemical, and engineering data, and interpretive reports derived therefrom, concerning the Claims.

EXHIBIT C
FORM OF SPECIAL WARRANTY DEED

A.P.N. – n/a (unpatented mining claims)

When recorded, please return to:

[*]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the “**Deed**”) is made effective as of [*], 2026, from MYRIAD RED BASIN LLC, a New Mexico limited liability company, whose address is _____ (“**Grantor**”), to SUBATOMIC RED BASIN, LLC, a Nevada limited liability company, whose address is 433 Delaine Dr., Corpus Christi, TX 78411 (“**Grantee**”).

FOR GOOD AND VALUABLE consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain and sell unto Grantee, its successors and assigns forever, all of the undivided right, title and interest in and to those unpatented mining claims situated in Catron County, New Mexico, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Claims**”).

TOGETHER WITH all of the undivided right, title and interest in all lodes, ledges, veins and mineral bearing rock, both known and unknown, lying within the boundaries of the Claims, all extralateral rights related thereto, all dips, spurs, and angles, and all the ores, mineral-bearing quartz, rock and earth or other deposits in or on the Claims and all of the rights, privileges and franchises incident to the Claims, and all and singular the tenements and hereditaments thereunto or in anywise appertaining, and the rents, issues and profits thereof; and also all of the undivided right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of Grantor, of, in or to the Claims and every part and parcel thereof, including all after acquired title, and all easements, rights-of-way, water and water rights associated therewith.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, the Claims, together with all and singular the rights, privileges, and appurtenances thereunto belonging or in any way appertaining.

GRANTOR WARRANTS AND WILL FOREVER DEFEND the title to the Claims from and against all liens, claims and encumbrances arising by, through or under Grantor or any of its affiliates or subsidiaries, in favor of Grantee, its successors and assigns.

**EXHIBIT A
TO
SPECIAL WARRANTY DEED
FROM
MYRIAD RED BASIN LLC, as the seller
TO
SUBATOMIC RED BASIN, LLC, as the buyer**

The Claims

The following unpatented lode mining claims in [Section/Township/Range], Catron County, New Mexico:

<u>LOCATION CERTIFICATE COUNTY RECORDING</u>			BLM
<u>CLAIM NAME</u>	<u>BOOK</u>	<u>PAGE</u>	<u>SERIAL NO.</u>

EXHIBIT D
FORM OF FIRPTA CERTIFICATE

CERTIFICATE OF SELLER’S NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by MYRIAD RED BASIN LLC, a New Mexico limited liability company (“Seller”), the undersigned hereby certifies under penalties of perjury the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, foreign individual, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2)(iii);
3. Seller’s U.S. employer identification number is _____; and
4. Seller’s office address is [*].

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

MYRIAD RED BASIN LLC,
a New Mexico limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2026