

BLUE MOON METALS INC.
Suite 400 – 601 West Broadway Street
Vancouver, British Columbia
V5Z 4C2, CANADA

CONFIDENTIAL

November 27, 2024

Nye Sulitjelma Gruver AS
Industriveien, 8208 Fauske
Norway

Attention: Størker Bjørnstad, CEO

NSG Shareholders identified in Schedule “B”

Dear Sirs:

Re: Business Combination of Blue Moon Metals Inc. (“Blue Moon”), and Nye Sulitjelma Gruver AS (“NSG”) - Letter of Intent

This binding letter of intent (“**Letter of Intent**”) is intended to set out our mutual understanding of the terms and conditions upon which Blue Moon proposes to acquire all of the issued and outstanding securities of NSG from the holders of common shares of NSG identified in Schedule “B” (the “**NSG Shareholders**”) (with Blue Moon, NSG and each NSG Shareholder a “**Party**” and together, the “**Parties**”), and is intended to replace and supersede, in its entirety, the non-binding letter of intent dated November 4, 2024 entered into by the Parties. The common shares of Blue Moon are currently listed on the TSX Venture Exchange (the “**TSXV**” or the “**Exchange**”) under the ticker “MOON” and the common shares of NSG are not listed on any stock exchange. The Transaction (as defined below) is considered to be an Arm’s Length Transaction (as defined under the policies of the Exchange).

The Transaction (hereafter described) shall be publicly announced upon execution by the Parties of this Letter of Intent, as further set forth in Section 20.

In this Letter of Intent, “**Business Day**” means a day other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, Canada or Oslo, Norway. Except where otherwise specified, all references to currency herein are to the lawful money of the United States, “**US\$**”, “**\$**” refers to United States dollars and “**C\$**” refers to Canadian dollars, the lawful money of Canada. The Schedules appended to this Letter of Intent are incorporated into this Letter of Intent and form a part thereof.

1. Basis of Transaction

- (a) **Transaction:** Blue Moon will acquire all of the issued and outstanding ordinary shares in the capital of NSG (“**NSG Shares**”) pursuant to a transaction whereby the NSG Shareholders will receive common shares in the capital of Blue Moon (“**Blue Moon Shares**”) on the basis set forth in Section 1(b) below (the “**Transaction**”). It is anticipated that the Transaction will be structured as merger, amalgamation or share exchange, with the final structure to be determined by Blue Moon and NSG based on advice received with respect to tax, securities, corporate law. The Transaction will result in NSG becoming a direct (or indirect) wholly-owned subsidiary of Blue Moon (upon completion of the Transaction, referred to as the “**Resulting Issuer**”, and the Blue Moon Shares referred to as “**Resulting Issuer Shares**”).

- (b) **Transaction Value.** Blue Moon will issue (a) US\$12 million in Blue Moon Shares to NSG Shareholders for the acquisition of 100% of the NSG Shares, with each Blue Moon Share issued to NSG Shareholders to be priced at a price per Blue Moon Share equal to the Subscription Receipt Price (as defined below), and (b) US\$3 million in cash, of which US\$1.5 million will be paid upon receipt by NSG of the discharge permit for the NSG Property (as defined below), and US\$1.5 million will be paid upon receipt by NSG of the operating permit for the NSG Property.
- (c) **Private Placement.** Prior to completion of the Transaction, Blue Moon will complete a private placement (the “**Private Placement**”) to raise gross proceeds of a minimum of C\$30 million (the “**Minimum Proceeds**”) but not more than C\$50 million, by way of issuing units (“**Units**”), with each Unit comprised of one Blue Moon Share (a “**Unit Share**”) and one subscription receipt that will convert into Resulting Issuer Shares in connection with the Closing (as defined below) of the Transaction (“**Subscription Receipts**”). It is anticipated that the Private Placement will close within approximately 20 Business Days of the Transaction announcement, subject to receipt of required regulatory (including TSXV) approvals. The price per Unit issued pursuant to the Private Placement shall be determined in the context of the market, with 10% of the price per Unit allocated to the Unit Share and 90% of the price per Unit allocated to the Subscription Receipt (the “**Subscription Receipt Price**”). The Private Placement may include broker(s) or finder(s) appointed by Blue Moon, in which case such brokers and/or finders would be expected to be entitled to a cash commission of up to approximately 6% of the gross proceeds raised in the Private Placement, excluding any proceeds raised from president’s list subscribers. The proceeds of the Private Placement, other than those allocated to the Unit Shares, will be held in escrow pending completion of the Transaction (the “**Escrowed Proceeds**”). The non-Escrowed Proceeds will be immediately released to Blue Moon to be used only for general corporate purposes and advancement of the Blue Moon Mine located in Mariposa County, California (the “**Blue Moon Property**”), along with costs related to the Transaction.
- (d) **Board of Directors.** The board of directors of the Resulting Issuer (the “**Board**”) shall, on Closing, comprise Maryse Belander, Christian Kargl-Simard and Haytham Hodaly as nominees of Blue Moon, and Francis Johnstone and Karin Thorburn as nominees of Nussir. NSG will have an entitlement to appoint one nominee to the Board, with such nominee to be nominated at the next annual meeting of the holders of Blue Moon Shares (the “**Blue Moon Shareholders**”). Management of the Resulting Issuer shall be mutually determined by the Parties, but at a minimum shall include Christian Kargl-Simard as Chief Executive Officer and Frances Kwong as CFO, Oystein Rushfeldt as Country Manager, Norway, and Alexander Krogh as Head of Norway Finance.

2. **Access to Information.**

- (a) Each of Blue Moon and NSG and their respective accountants, legal counsel, technical, financial and other advisors and representatives (collectively, “**Representatives**”) shall be entitled to, subject to the other Party obtaining any required consents, have reasonable access during normal business hours and upon reasonable notice to all properties, information and records relating to the other Party and its subsidiaries including, but not limited to, all related facilities, buildings, equipment, assets, drill cores, assay results, maps and diagrams, books, contracts, financial statements, forecasts, financial projections, studies, records, operating permits and licences and any other documentation (whether in writing or stored in computerized, electronic, disk, tape, microfilm or any other form) or materials of any nature whatsoever, subject however to such access not interfering with the ordinary conduct of business of each Party and its respective subsidiaries.
- (b) Each Party shall use commercially reasonable efforts to assist the other Party and its respective Representatives with their due diligence review. Any investigation made by a Party and its Representatives shall not mitigate, diminish or affect the representations made to such Party by the other Party.
- (c) From the date hereof until the earlier of the Closing of the Transaction or termination of this Letter of Intent, each Party shall promptly notify the other Party of any material change relating to its

business, operations, assets or prospects, promptly after becoming aware of any such development or change.

3. **3. Concurrent Transaction.** The parties acknowledge that Blue Moon is also pursuing a transaction with Nussir ASA ("**Nussir**") pursuant to which it will acquire up to 100% of the issued and outstanding shares of Nussir (the "**Nussir Shares**"). (the "**Concurrent Transaction**"). In connection therewith, Blue Moon proposes to enter into a binding letter of intent with Nussir (the "**Nussir Binding LOI**"). The purchase price for the Concurrent Transaction will be satisfied in Blue Moon Shares, to be priced at a price per Blue Moon Share equal to the Subscription Receipt Price, along with an entitlement to appoint two nominees to the Board (see Section 1(d)). Blue Moon understands that (i) Nussir is a corporation existing under the laws of Norway; and (ii) NSG holds an advanced stage sediment hosted development copper-gold-silver project located in Norway.

4. **Material Adverse Effect.** For the purposes of this Letter of Intent, "**Material Adverse Effect**" means, in respect of either Party, an effect that is, or would reasonably be expected to be, material and adverse to the business, properties, assets, liabilities, obligations (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, condition (financial or otherwise), operations or results of operations of that Party and its subsidiaries taken as a whole, other than any change, effect, event or occurrence:

- (a) relating to the global, Canadian, Norwegian, or regional economy, political conditions or securities markets in general;
- (b) affecting the worldwide mining industry in general;
- (c) relating to a change in the market trading price of publicly traded securities of that Party, either:
 - (i) related to this Letter of Intent, the Transaction, the Concurrent Transaction or the announcement thereof, or
 - (ii) related to such a change in the market trading price primarily resulting from a change, effect, event or occurrence excluded from this definition of Material Adverse Effect under clauses (a), (b), (d), (e), (f), (g) or (h) hereof;
- (d) the exchange rate between the Norwegian krone and the Canadian dollar or between the United States dollar and the Canadian dollar;
- (e) relating to any decline in zinc, copper, gold or silver prices;
- (f) relating to any generally applicable change in applicable laws or regulations (other than orders, judgments or decrees against that Party or any of its subsidiaries) or in generally accepted accounting principles or other applicable accounting standards;
- (g) any epidemics, pandemics or disease outbreak or other public health condition (excluding COVID-19 or any variation or worsening thereof), earthquakes, volcanoes, tsunamis, hurricanes, tornados or other natural disasters or similar occurrence;
- (h) relating to any natural disaster or the commencement, occurrence or continuation of any war, armed hostilities or act of terrorism; or
- (i) attributable to the announcement or pendency of this Letter of Intent, the Transaction or the Concurrent Transaction or otherwise contemplated by or resulting from the terms of this Letter of Intent,

provided, however, that such effect referred to in clause (a), (b), (d), (e), (f), (g) or (h) above does not primarily relate only to (or have the effect of primarily relating only to) that Party and its subsidiaries, taken as a whole, or disproportionately adversely affect that Party and its subsidiaries taken as a whole, compared to other companies of similar size operating in the industry in which that Party and its subsidiaries operate.

5. **Definitive Agreement and Closing.**

- (a) The Parties hereto agree to proceed diligently and in good faith and use their commercially reasonable efforts to:
 - (i) negotiate and settle the terms and conditions of a definitive agreement (the “**Definitive Agreement**”) in respect of the Transaction in accordance with Section 5(b), and to enter into the Definitive Agreement on or before the earlier of: (i) the completion of the Private Placement and (ii) January 15, 2025 (such earlier date, the “**Definitive Agreement Outside Date**”), or such other date as may be mutually agreed to in writing by the Parties, each acting reasonably; and
 - (ii) complete all transactions contemplated in this Letter of Intent as soon as possible in order to ensure that the Closing date shall be no later than February 27, 2025, provided however that in the event that the TSXV requires approval by the Blue Moon Shareholders in relation to the Transaction, this date shall be April 30, 2025 (the “**Outside Date**”) or such other date as mutually agreed in writing between the Parties.
- (b) The terms of the Definitive Agreement shall be substantially consistent with the terms hereof but may also include additional representations and warranties, covenants, conditions and closing mechanics not included herein, only if agreed by both Parties based solely on tax advice or where required by the TSXV or applicable Canadian law or Norwegian law. If the Parties agree that no changes are needed to this Letter of Intent to address such advice or legal or regulatory requirements, this Letter of Intent shall be deemed to be the Definitive Agreement. Notwithstanding the foregoing, the Parties agree that the NSG Shareholders shall grant customary operational and fundamental representations and warranties in the Definitive Agreement which shall be valid for periods of 18 and 60 months following Closing respectively.
- (c) Without prejudice to any other provisions of this Letter of Intent, if the Definitive Agreement has not been signed by the Definitive Agreement Outside Date as a result of Blue Moon being unable to raise the Minimum Proceeds by the Definitive Agreement Outside Date, the provisions of Section **Error! Reference source not found.** shall apply.

6. **Representations and Warranties**

- (a) The representations and warranties included in this Letter of Intent will not survive completion of the Transaction and will expire and be terminated on the earlier of Closing and the date on which this Letter of Intent is terminated in accordance with its terms.
- (b) Notwithstanding anything to the contrary in this Letter of Intent, neither Party shall be entitled to seek or claim any form of compensation, reimbursement, damages, or similar relief from the other Party (or, in the case of NSG, from the NSG Shareholders) in connection with information or documentation disclosed in the NSG Data Room (in the case of the representations and warranties given by NSG in this Letter of Intent) or the Blue Moon Data Room (in the case of the representations and warranties given by Blue Moon in this Letter of Intent). This limitation applies, including in cases of an alleged breach of any representation or warranty, provided that the disclosed information or documentation was presented with sufficient clarity and detail to enable the other Party to understand the nature and scope of the disclosed matter and reasonably evaluate its potential consequences. For these purposes, the “**NSG Data Room**” means the virtual data

room located at: [redacted due to sensitive information] as of November 25, 2024 and the “**Blue Moon Data Room**” means the virtual data room located at [redacted due to sensitive information], as of November 1, 2024.

- (c) Representations and warranties in this Letter of Intent which are qualified by the knowledge, belief or awareness of a Party or where any statement in this Letter of Intent is qualified by the expression “to the knowledge of” a Party or any similar expression shall be deemed to mean the knowledge or awareness of that Party, in the case of the NSG Group having made all reasonable enquiries of Storker Bjornstad, Roar Hansen, Leif Roar Stavnes, Arne Tobiassen (auditor), and in the case of the Blue Moon Group, having made all reasonable enquiries of Patrick McGrath, Frances Kwong and Christian Kargl-Simard.
- (d) Each Party acknowledges and agrees that it is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in Section 7 (in the case of NSG and the NSG Shareholders) and Section 8 (in the case of Blue Moon).
- (e) Blue Moon acknowledges that, as a matter of Norwegian law, NSG cannot be held liable for any claim under this Letter of Intent resulting from or relating to a breach of any representations and warranties given by NSG in this Letter of Intent in Section 7. Consequently, the NSG Shareholders will be liable to Blue Moon for any claim arising from a breach of the representation and warranties set out in Section 7, and as further regulated in Section 5 of Schedule “A”.

7. **Representations and Warranties of Regarding NSG:**

Subject to Section 6, NSG and each of the NSG Shareholders (jointly and severally in respect of the NSG Shareholders) hereby represent and warrant to and in favour of Blue Moon as follows and acknowledges that Blue Moon is relying upon such representations and warranties in connection with the matters contemplated by this Letter of Intent:

- (a) Each of NSG and Sulitjelma Mineral ASAS, reg. no. 997 003 462, a company governed under the laws of Norway (the “**NSG Subsidiary**” and together with NSG, the “**NSG Group**”) is a valid and subsisting corporation under the laws of its jurisdiction of incorporation and has the corporate power, authority and capacity and holds all material titles, licences and permits required for the NSG Group to own or lease its property and assets and to carry on its business as now conducted by it except where the failure to hold such licenses or permits individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on the NSG Group. Other than the NSG Subsidiary, NSG does not and for the last five (5) years has not owned any interests in any subsidiaries. NSG is the sole beneficial and registered owner of all of the issued and outstanding shares and interests in the capital of the NSG Subsidiary with good and marketable title thereto, free and clear of all mortgage, lien, charge or encumbrance of any nature whatsoever (collectively, “**Encumbrances**” and, individually, an “**Encumbrance**”), all such shares so owned by NSG have been validly issued and are fully paid and non-assessable, and no such shares or other equity securities or interests have been issued in violation of any pre-emptive or other similar rights.
- (b) The execution and delivery by NSG of this Letter of Intent and the performance by NSG of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:
 - (i) result in a violation, contravention or breach of, require any consent to be obtained under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default), or gives rise to any termination rights under any provision of:
 - A. the notice of articles or articles (or their equivalent) of NSG or its subsidiaries;

- B. any statute, regulation, judgment, decree or law to which any member of the NSG Group is subject or bound; or
- C. any contract, agreement, licence or permit to which any member of the NSG Group is bound or is subject to or of which a member of the NSG Group is the beneficiary;

in each case, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on NSG;

- (ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by any member of the NSG Group to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on NSG;
 - (iii) result in the creation or imposition of any Encumbrance upon any of the property or assets of any member of the NSG Group or restrict, hinder, impair or limit the ability of a member of the NSG Group to conduct the business of the NSG Group as and where it is now being conducted which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on NSG;
 - (iv) result in the waiver or release of the applicability of any “standstill” or other provisions of any confidentiality agreements entered into by any member of the NSG Group; or
 - (v) result in any material payment (including severance, unemployment compensation, “golden parachute”, bonus or otherwise) becoming due to any director or officer of any member of the NSG Group or increase any benefits otherwise payable under any pension, compensation or benefits plan of any member of the NSG Group or result in the acceleration of the time of payment or vesting of any such benefits.
- (c) No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase of any of the assets of the NSG Group, and there are no active areas of mutual interest provisions or areas of exclusion in any contracts binding upon the NSG Group or otherwise to which the assets of the NSG Group are subject.
- (d) Subject to Norwegian law:
- (i) NSG has all necessary power, authority and capacity to enter into this Letter of Intent and all other agreements and instruments to be executed by NSG as contemplated by this Letter of Intent and to carry out the obligations thereof under this Letter of Intent and such other agreements and instruments. The board of directors of NSG (the “**NSG Board**”) has authorized NSG to proceed with the Transaction on and subject to the terms and conditions set out herein.
 - (ii) the execution and delivery of this Letter of Intent have been authorized by all necessary corporate action of NSG and this Letter of Intent constitutes a valid and binding obligation of NSG to carry out its obligations hereunder, enforceable against it in accordance with its terms subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (e) NSG has not entered into any agreement that would entitle any person to any valid claim against NSG or Blue Moon for a financial advisory fee, broker’s commission, finder’s fee or any like payment in respect of the Transaction or any other matter contemplated by this Letter of Intent.

- (f) NSG is not obligated to pay any severance payments or termination payments to any persons including, without limitation, consultants, directors, officers, employees or agents in connection with the Transaction or otherwise.
- (g) NSG is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, to the knowledge of NSG, no investigation or other proceedings involving NSG which may operate to prevent or restrict trading of any securities of NSG are currently in progress or pending before any applicable stock exchange or securities regulatory authority.
- (h) NSG's audited consolidated financial statements as at and for the fiscal years ended December 31, 2023 and 2022 (collectively, the **"NSG Annual Financial Statements"**) and NSG's unaudited condensed consolidated financial statements as at and for the month ended September 30, 2024 (collectively, the **"NSG Interim Financial Statements"**, and together with the NSG Annual Financial Statements, the **"NSG Financial Statements"**) were prepared in accordance with Norwegian generally accepted accounting principles, as defined by the Norwegian Accounting Standards Board at the relevant time applied on a consistent basis (**"Norwegian GAAP"**), and in each case fairly present in all material respects the consolidated financial position, results of operations and cash flows of the NSG Group as of the dates thereof and for the periods indicated therein. There have been no material changes in NSG's accounting policies since September 30, 2024.
- (i) The cash balance of the NSG Group is approximately **[redacted due to sensitive information]** as of the date hereof.
- (j) Except: (i) as disclosed or reflected in the NSG Financial Statements; and (ii) for liabilities and obligations (A) incurred in the ordinary course of business and consistent with past practice since September 30, 2024, or (B) pursuant to the terms of this Letter of Intent, NSG has not incurred any material liabilities of any nature, whether accrued, contingent or otherwise, whether or not such material liabilities would be required by Norwegian GAAP to be reflected on a consolidated balance sheet of NSG as of the date hereof.
- (k) Since October 31, 2024: (i) the NSG Group has conducted its business in the ordinary course of business consistent with past practice, except for the transactions contemplated by this Letter of Intent, (ii) there has been no Material Adverse Effect and (iii) to the knowledge of the NSG Group, no director, officer, employee or auditor of the NSG Group, has received or otherwise had or obtained knowledge of any fraud or material complaint, allegation, assertion or claim, whether written or oral, regarding fraud or the accounting or auditing practices, procedures, methodologies or methods of the NSG Group or their respective internal accounting controls.
- (l) No entity in the NSG Group has approved or has entered into any agreement in respect of the purchase of material assets or any interest therein or the sale, transfer or other disposition of any material portion of its assets or any interest herein currently owned by the NSG Group whether by asset sale, transfer of securities or otherwise, or the change of control (by sale or transfer of securities or sale of all or substantially all of the property and assets of any member of the NSG Group).
- (m) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of NSG, threatened against any member of the NSG Group before any court, regulatory or administrative agency or tribunal.
- (n) There are no actions, suits or other legal proceedings currently pending, or to the knowledge of NSG, threatened against any member of the NSG Group or in respect of any of its assets or property.

- (o) The authorized share capital of NSG consists of an unlimited number of ordinary shares without nominal or par value. As of the date hereof, there are **[redacted due to sensitive information]** NSG Shares issued and outstanding, there are no NSG Shares reserved for issuance, and there are no securities convertible into NSG Shares ("**Convertible Securities**") outstanding and no person has any agreement, right, or privilege capable of becoming such, for the purchase, subscription, allotment or issue of any of the unissued securities of NSG.
- (p) Other than the obligations payable upon completion of the Transaction which shall not exceed US\$NIL, there are no payments owing or that will become owing in connection with the Transaction to directors, officers, employees, consultants and contractors of the NSG Group under any contract settlements, bonus plans, incentive plans, retention arrangements, change of control agreements or severance obligations (whether resulting from termination or alteration of duties).
- (q) The NSG Australasian Joint Ore Reserves Committee ("**JORC**") compliant resource estimate, with effective date of July 10, 2022 is contained in the Sulitjelma Resource Estimation Memo (the "**Memo**"), dated July 10, 2022 prepared in respect of NSG's advanced stage volcanic massive sulphide development copper-zinc-gold-silver project located in Norway (the "**NSG Property**") complied in all material respects with the requirements of the JORC at the time of preparation thereof and the Memo reasonably presented the quantity of mineral reserves attributed to the NSG Property as the date stated therein based upon information available at the time the Memo was prepared, and to NSG's knowledge, there have been no material changes to the quantity of mineral reserves that would necessitate the preparation of a new JORC compliant technical report, or that would otherwise be required in order to ensure that the Memo remains current. All material information regarding the NSG Property, including all drill results, technical reports and studies, has been disclosed to Blue Moon.
- (r) Each of NSG and its subsidiaries:
 - (i) has good and sufficient title, free and clear of any title defect or material Encumbrances, to all of its interests in real property, including fee simple estates, leases, surface rights, rights of way, easements and licences from landowners or other authorities permitting the use of land but excluding the NSG Mineral Rights (as defined below) (collectively, the "**NSG Real Property Interests**"), and the NSG Real Property Interests permit the use of land by the NSG Group necessary to permit the operation of their respective businesses as presently conducted or contemplated to be conducted; and
 - (ii) holds its mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for, develop, mine or produce minerals, ore or metals for development purposes on the NSG Property (collectively, the "**NSG Mineral Rights**"), free and clear of any material Encumbrances.
- (s) Applying customary standards in the mining industry of the applicable jurisdiction:
 - (i) NSG and its subsidiaries are the legal and/or beneficial owner of all right, title and interest in and to the NSG Real Property Interests and the NSG Mineral Rights comprising the NSG Group's properties pursuant to valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, and no member of the NSG Group is in default of any of the material provisions of such documents, agreements and instruments nor has any such default been alleged;
 - (ii) the NSG Real Property Interests and the NSG Mineral Rights comprising the NSG Group's properties have been properly located and recorded in compliance with applicable laws and the NSG Mineral Rights are comprised of valid and subsisting mineral claims;

- (iii) the NSG Real Property Interests and the NSG Mineral Rights comprising the NSG Group's properties are in good standing under applicable laws, all assessment work required to be performed and filed under the NSG Real Property Interests and the NSG Mineral Rights has been performed and filed, all related taxes and other payments have been paid and all related filings have been made;
 - (iv) the NSG Mineral Rights are sufficient to permit the operation of the respective businesses of the NSG Group as presently conducted or contemplated to be conducted, and no member of the NSG Group has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the NSG Mineral Rights;
 - (v) there is no material adverse claim against or challenge to the title of NSG or of its subsidiaries, or their respective ownership of, the NSG Real Property Interests or NSG Mineral Rights comprising the NSG Group's properties;
 - (vi) the employees, agents and representatives of the NSG Group have free and unrestricted access to the NSG Group's properties and have not been prevented or restrained in any manner from exercising their rights of access;
 - (vii) the NSG Group has the exclusive right to deal with the NSG Real Property Interests and the NSG Mineral Rights comprising the NSG Group's properties;
 - (viii) no other person has any interest in the NSG Real Property Interests or the NSG Mineral Rights comprising the NSG Group's properties or the production from any of the underlying properties or mineral deposits or any right to acquire any such interest;
 - (ix) there are no back-in rights, earn-in rights, rights of first refusal or similar provisions that would affect the interest of the NSG Group in the NSG Real Property Interests or the NSG Mineral Rights comprising the NSG Group's properties; and
 - (x) no member of the NSG Group has received any notice, whether written or oral, from any governmental authority of any revocation or intention to revoke or materially amend any of their respective interests in any of the NSG Real Property Interests or the NSG Mineral Rights comprising the NSG Group's properties and, to the knowledge of the NSG Group, there is no reasonable basis to expect that such a revocation or material amendment of any of their respective interests in any of the NSG Real Property Interests or the NSG Mineral Rights may occur.
- (t) Each member of the NSG Group has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws (including applicable securities laws), rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and none of the members of the NSG Group has received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect on NSG or any of its subsidiaries.
- (u) None of the NSG Group and, to the knowledge of NSG, none of their respective directors, officers, supervisors, managers, agents or employees has: (i) violated any applicable anti-bribery, export

control, and economic sanctions laws, including the *Corruption of Foreign Public Officials Act (Canada)*, the *United States Foreign Corrupt Practice Act* and the *Bribery Act 2010 (United Kingdom)*, (ii) made or authorized any contribution, payment or gift of funds, property or anything else of value to any official, employee or agent of any governmental authority, authority or instrumentality in Norway, Canada, the United States and other jurisdictions in which the NSG Group has assets or any other jurisdiction other than in accordance with applicable laws, (iii) used any corporate funds, or made any direct or indirect unlawful payment from corporate funds, to any foreign or domestic government official or employee or for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; or (iv) violated or is in violation of any provision of the Penal Code (Norway) or the Criminal Code (Canada) relating to foreign corrupt practices, including making any contribution to any candidate for public office, in either case, where either the payment or gift or the purpose of such contribution payment or gift was or is prohibited under the foregoing or any other applicable law, rule or regulation of any locality.

- (v) NSG is not a reporting issuer in any jurisdiction, and none of its securities are listed for trading in any stock exchange. All issued and outstanding shares of NSG are registered in the Norwegian Central Securities Depository (Nw.: *Verdipapirsentralen "VPS"*).
- (w) The information and statements contained in this Letter of Intent are true and correct in all material respects constitute full, true and plain disclosure of all material facts relating to NSG and the NSG Subsidiary on a consolidated basis, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained therein not misleading in light of the circumstances in which they were made.
- (x) Taxes.
 - (i) All material returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes (as defined below), whether in tangible, electronic or other form, and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto (the "**Tax Returns**") required by applicable laws to be filed with any governmental authority by, or on behalf of, NSG and each of its subsidiaries have been filed when due in accordance with applicable laws (taking into account any applicable extensions), and all such material Tax Returns are, or shall be at the time of filing, true and complete in all material respects.
 - (ii) NSG and each of its subsidiaries have paid, or have collected, withheld and remitted to the appropriate governmental authority all material (a) taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any governmental authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; and (b) interest, penalties, fines, additions to tax or other additional amounts imposed by any governmental authority on or in respect of amounts of the type described in clause (a) above or this clause (b) (collectively, the "**Taxes**") due and payable on a timely basis, other than those Taxes being contested in good faith and in respect of which adequate reserves have been recorded in the books and records, and where payment is not yet due, have established in accordance with Norwegian GAAP an adequate accrual for all Taxes through the end of the last period for which NSG and each

of its subsidiaries ordinarily record items on their books and records and such Taxes will be remitted when due.

- (iii) There are no currently effective elections, agreements or waivers extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of any Taxes, or of the filing of any Tax Return or any payment of Taxes, by NSG or any of its subsidiaries, and no request for any such waiver or extension is currently pending.
- (iv) No claim has been made by any governmental authority in a jurisdiction where NSG or any of its subsidiaries does not file Tax Returns that NSG or such subsidiary (as applicable) is or may be subject to material Tax by that jurisdiction.
- (v) There are no liens for Taxes on the assets of NSG or any of its subsidiaries, other than permitted liens.
- (vi) There are no deficiencies, litigation, claims, actions, suits, audits, proceedings investigations, proposed adjustments, or other action now pending or threatened against NSG or any of its subsidiaries in respect of any material Tax.
- (y) No authorization, licence, permit, certificate, registration, consent or approval of, or filing with, or notification to, any governmental authority is necessary for the execution and delivery by NSG of this Letter of Intent, the performance by NSG of its obligations hereunder and the completion by NSG of the Transaction, other than where failure to have so obtained such authorization, licence, permit, certificate, registration, consent, approval or filing would not reasonably be expected to have a Material Adverse Effect on NSG.
- (z) No member of the NSG Group is a party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding securities in the capital of NSG or the NSG Subsidiary, as applicable.
- (aa) No member of the NSG Group is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar agreement or contract where the result, purpose or effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of any member of the NSG Group, in the NSG Financial Statements.
- (bb) There are no material weaknesses over financial reporting of NSG that could reasonably be expected to adversely affect NSG's ability to record, process, summarize and report financial information; and (ii) there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role over financial reporting of NSG. Since November 1, 2021, NSG has received no: (i) complaints from any source regarding accounting or auditing matters; or (ii) expressions of concern from employees of NSG regarding questionable accounting or auditing matters.
- (cc) There are no outstanding loans made by NSG to any director or officer of NSG or any other related party (as defined in Multilateral Instrument 61-101 - *Protection Of Minority Security Holders In Special Transactions* ("**MI 61-101**").
- (dd) There is no intercompany indebtedness between NSG and the NSG Subsidiary.
- (ee) Except for: (i) liabilities, obligations, commitments and contingencies that are specifically presented in the NSG Interim Financial Statements, including in the notes thereto, and (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since September 30, 2024 and which are not material, the NSG Group has not incurred any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise and are not party to or

bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar contract with respect to the obligations, liabilities or indebtedness of any person.

- (ff) The NSG Group does not have any material obligations or liabilities, direct or indirect, vested or contingent in respect of any streaming transactions, rate swap transactions, basis swaps, forward rate transactions, commodity swap, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cross-currency rate swap transactions or currency options or other similar transactions (including any option with respect to any such transactions) or any combination of such transactions.
- (gg) All contracts which are material to the operations of the NSG Group (the “**NSG Material Contracts**”) are in full force and effect, and the NSG Group is entitled to all rights and benefits thereunder in accordance with the terms thereof. NSG has made available to Blue Moon for inspection true and complete copies of all NSG Material Contracts and no such NSG Material Contract has been modified, rescinded or terminated. All of the NSG Material Contracts are valid and binding obligations of NSG and the other parties thereto enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (hh) No member of the NSG Group, or, to the knowledge of NSG, any of the other parties thereto, is in breach or violation of or in default under (in each case, with or without notice or lapse of time or both) any NSG Material Contract and the NSG Group has not received or given any notice of default under any NSG Material Contract which remains uncured, and, to the knowledge of NSG, there exists no state of facts which after notice or lapse of time or both would constitute a default under or material breach of any NSG Material Contract or the inability of a party to any NSG Material Contract to perform its obligations thereunder.
- (ii) The NSG Group has not received any notice (whether written or oral) that any party to a NSG Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with the NSG Group, and to the knowledge of NSG, no such action has been threatened.
- (jj) Neither the entering into of this Letter of Agreement, nor the consummation of the Transaction or any of the other transactions contemplated by this Agreement will trigger any change of control or similar provisions in any of the NSG Material Contracts.
- (kk) The NSG Group are carrying on and have for the last five (5) years carried on their operations in material compliance with all applicable environmental laws and the NSG Property and assets comply in all material respects with all applicable environmental laws.
- (ll) No member of the NSG Group is subject to any material, actual, liability or, to the knowledge of NSG, potential or contingent liability relating to (a) any remedial action, or (b) non-compliance with environmental laws; to the knowledge of NSG, the NSG Property is not listed on any list of sites requiring remedial action issued by any governmental authority nor proposed for listing on any such list.
- (mm) The NSG Property has not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose of, transfer, produce or process hazardous substances, except in compliance in all material respects with all environmental laws; to the knowledge of NSG, there are no hazardous substances at, in, on, under or migrating to or from any portion of the NSG Property in excess of applicable limits pursuant to environmental laws or which could reasonably be expected to result in material liability of the NSG Group; the NSG Group has not treated or disposed of, or arranged for the treatment or disposal of, any hazardous substances at any location or in a manner that could reasonably be expected to result in material liability of the NSG Group.

- (nn) No member of the NSG Group has received nor have they been advised that they will receive from any person or governmental authority any notice, formal or informal, of any proceeding, claim, liability or other responsibility arising under any environmental law, nor is any such action or responsibility pending or threatened; to the knowledge of the NSG Group, no part of the NSG Property is subject to any enforcement action by any governmental authority.
- (oo) No member of the NSG Group has assumed or retained any material liability or obligation pertaining to environmental matters as a result of the acquisition or disposition of any assets or real property.
- (pp) All reports and material documents relating to environmental matters affecting the NSG Group or the NSG Property have been provided to the Blue Moon in the NSG Data Room.
- (qq) No community or local peoples within Norway has commenced any proceeding, threatened any proceedings, engaged in any protest or boycott, written letters of objection or otherwise given notice to the NSG Group that he, she or they object to or intend to object to:
 - (i) the grant or legitimacy of any of the NSG Permit; or
 - (ii) the right of the NSG Group to explore, develop, mine or process ore or minerals from the NSG Property, including any surface, water or power rights.
- (rr) All insurance policies of the NSG Group are disclosed in the NSG Data Room and are in full force and effect. All premiums due and payable under all such policies have been paid and the NSG Group is otherwise in compliance in all material respects with the terms of such policies. No member of the NSG Group has received any notice of cancellation or termination with respect to any such policy. There has been no denial of material claims nor material claims disputed by the insurers of the NSG Group.
- (ss) The corporate records and minute books of the NSG Group have been maintained in accordance with all applicable laws in all material respects, and such corporate records and minute books are complete and accurate in all material respects.
- (tt) The NSG Group does not own or possess any intellectual property rights including any patents, copyrights, trade secrets, trademarks, service marks or trade names.
- (uu) No member of the NSG Group is a party to or bound or governed by, or subject to:
 - (i) any employment, consulting, retention, termination or change of control agreement with, or any written or oral agreement, arrangement or understanding providing for retention, change of control, length of termination notice, or severance or termination payments to any (i) director, (ii) officers and employees of the NSG Group, whether actively working or not actively working (the “**NSG Employees**”) or (iii) independent contractor, agent or consultant who provides services to the NSG Group for payment in excess of \$10,000 per year, other than external legal counsel and auditors (the “**NSG Contractors**”);
 - (ii) any collective bargaining agreements or similar agreements;
 - (iii) any threatened or, to the knowledge of NSG, pending union organizing activities involving any NSG Employee and no such activities have been undertaken within the last three (3) years;
 - (iv) any trade union, council of trade unions, employee bargaining agency, affiliated bargaining agent, employee association or similar entity that holds bargaining rights with respect to any of the NSG Employees by way of certification, interim certification, voluntary recognition or succession rights;

- (v) any unfair labour practice complaint, grievance or arbitration proceeding, or any labour dispute, strike or lock-out relating to or involving any employees of NSG or the NSG Subsidiary and no such event has occurred within the last five (5) years;
 - (vi) any claim for wrongful dismissal, constructive dismissal or any other claim, complaint or litigation relating to employment, discrimination or termination of employment of any of the NSG Employees or former employees or relating to any failure to hire a candidate for employment; or
 - (vii) any allegations of sexual or other unlawful harassment or discrimination have been made against (i) any director or officer of NSG or the NSG Subsidiary, or (ii) any present or former NSG Employee.
- (vv) No NSG Employees or former employees of NSG and the NSG Subsidiary is or has been, during employment with NSG and the NSG Subsidiary, an illegal or undocumented worker. All NSG Employees and former employees, and NSG Contractors have and had all work permits, visas, authorizations or status, as the case may be, required to perform work or provide services in Norway or in the jurisdiction in which services are performed.
- (ww) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workers' compensation legislation in respect of NSG or the NSG Subsidiary and NSG and the NSG Subsidiary have not been reassessed in any material respect under such legislation during the past three years and no audit of NSG or of the NSG Subsidiary is currently being performed pursuant to any applicable workers' compensation legislation. There are no claims or, to the knowledge of NSG, potential claims which may materially adversely affect NSG or the NSG Subsidiary' accident cost experience.
- (xx) The NSG Group has operated in all material respects in compliance with all terms and conditions of employment applicable to employees and all applicable laws with respect to employment and labour, including employment and labour standards, vacation and paid time off, discrimination, harassment, retaliation, wages, classification, hours of work, overtime, immigration, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy, and there are no current, pending or, to the knowledge of NSG, threatened claims, complaints, investigations or orders under any such laws and, to the knowledge of NSG, no basis for any such claims.
- (yy) All amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits, including under any compensation or benefits plans and other similar accruals have either been paid or are accurately reflected in the books and/ or records of the NSG Group, including any entitlements owed to any holder of any options convertible into common shares of NSG.
- (zz) No person will, as a result of any of the transactions contemplated herein, including a change of control of NSG or of the NSG Subsidiary, become entitled to (i) any retirement, severance, termination, retention, bonus or other similar payment from NSG or the NSG Subsidiary, (ii) the acceleration of the vesting or the time to exercise of any outstanding stock option, warrants or employee or director awards of NSG, (iii) the forgiveness or postponement of payment of any indebtedness owing by such person to NSG or the NSG Subsidiary, or (iv) receive any additional payments or compensation under or in respect of any employee or director benefits or incentive or other compensation plans or arrangements from NSG or the NSG Subsidiary.
- (aaa) Each NSG Contractor has been properly classified by the NSG Group as an independent contractor and no member of the NSG Group has received any notification from any governmental authority challenging the classification of such NSG Contractor.

- (bbb) The aggregate value of assets of the NSG Group in Canada and gross revenues from sales in, from or into Canada generated from the NSG Group's assets in Canada are both less than C\$93 million as determined as of the time and in the manner prescribed by the Competition Act, R.S.C., 1985, c. C-34, as amended.
- (ccc) No member of the NSG Group is required to report to the Government of Canada in compliance with the Fighting Against Forced Labour and Child Labour in Supply Chains Act S.C. 2023, c. 9.

8. Representations and Warranties of NSG Shareholders

Subject to Section 6, each of the NSG Shareholders hereby represents and warrants to and in favour of Blue Moon as follows and acknowledges that Blue Moon is relying upon such representations and warranties in connection with the matters contemplated by this Letter of Intent:

- (a) This Letter of Intent has been, and each additional agreement or instrument required to be delivered by the NSG Shareholder pursuant to this Letter of Intent will be prior to Closing, duly authorized, executed and delivered by the NSG Shareholders and each is, or will be at the time of Closing, a legal, valid and binding obligation of the NSG Shareholders, enforceable against the NSG Shareholders in accordance with its terms.
- (b) If the NSG Shareholders is not an individual, the NSG Shareholders is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Letter of Intent and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder.
- (c) Each of the NSG Shareholders authorizes NSG to enter into this Letter of Intent and carry out the transaction contemplated herein on its behalf;
- (d) The execution and delivery of this Letter of Intent does not, and the consummation of the Transaction will not, (i) if the NSG Shareholders is not an individual, result in a breach or violation of the Articles or by-laws (or the jurisdictional equivalent) of the NSG Shareholders (or other constating documents of the NSG Shareholder) or of any resolutions of the directors or shareholders of the NSG Shareholders, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the NSG Shareholders;
- (e) The NSG Shareholder is the registered and beneficial owner of that number of NSG Shares as the case may be, set forth opposite the Shareholder's name in Schedule B", free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever.
- (f) No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase of any of the assets of the NSG Group, including the NSG Shares held or beneficially owned by the NSG Shareholders, and there are no active areas of mutual interest provisions or areas of exclusion in any contracts binding upon the NSG Group or otherwise to which the assets of the NSG Group are subject.
- (g) None of the NSG Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such NSG Shares.
- (h) No consent, approval, order or authorization of, or registration or declaration with, any applicable governmental authority with jurisdiction over the NSG Shareholder is required to be obtained by the NSG Shareholders in connection with the execution and delivery of this Letter of Intent or the consummation by the NSG Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Letter of

Intent or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the NSG Shareholder from performing its obligations under this Letter of Intent.

- (i) The NSG Shareholder is “non-resident” under the meaning of the Income Tax Act (Canada) and the NSG Shareholders represent, warrant and/or acknowledge, as applicable, that:
 - (i) the Blue Moon Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Blue Moon Shares pursuant to the terms of this Letter of Intent is being made in reliance on applicable exemptions; and
 - (ii) the receipt of the Blue Moon Shares by non-resident NSG Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Blue Moon;.
- (j) To the knowledge of the NSG Shareholder, no representation or warranty of the NSG Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

9. Representations and Warranties of Blue Moon.

Subject to Section 6, Blue Moon hereby represents and warrants to and in favour of NSG as follows and acknowledges that NSG is relying upon such representations and warranties in connection with the matters contemplated by this Letter of Intent:

- (a) Each of Blue Moon and Keystone Mines Inc., a company governed under the laws of the state of Idaho, United States (the “**Blue Moon Subsidiary**” and together with Blue Moon, the “**Blue Moon Group**”), is a valid and subsisting corporation under the laws of its jurisdiction of incorporation and has the corporate power, authority and capacity, and holds all material titles, licenses and permits required for the Blue Moon Group, to own or lease its property and assets and to carry on its business as now conducted by it except where the failure to hold such licenses or permits individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on the Blue Moon Group. Other than the Blue Moon Subsidiary, Blue Moon does not and for the last five (5) years has not owned any interests in any subsidiaries. Blue Moon is the sole beneficial and registered owner of all of the issued and outstanding shares and interests in the capital of the Blue Moon Subsidiary with good and marketable title thereto, free and clear of all Encumbrances, all such shares so owned by Blue Moon have been validly issued and are fully paid and non-assessable, and no such shares or other equity securities or interests have been issued in violation of any pre-emptive or other similar rights.
- (b) The execution and delivery by Blue Moon of this Letter of Intent and the performance by Blue Moon of its obligations hereunder and the completion of the transactions contemplated hereby, do not and will not:
 - (iii) result in a violation, contravention or breach of, require any consent to be obtained under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default), or give rise to any termination rights under any provision of:
 - A. the notice of articles or articles (or their equivalent) of Blue Moon or its subsidiaries;
 - B. any statute, regulation, judgment, decree or law to which any member of the Blue Moon Group is subject or bound; or

- C. any contract, agreement, licence or permit to which any member of the Blue Moon Group is bound or is subject to or of which a member of the Blue Moon Group is the beneficiary,
- in each case, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Blue Moon;
- (iv) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by any member of the Blue Moon Group to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Blue Moon;
 - (v) result in the creation or imposition of any Encumbrance upon any of the property or assets of any member of the Blue Moon Group or restrict, hinder, impair or limit the ability of a member of the Blue Moon Group to conduct the business of the Blue Moon Group as and where it is now being conducted which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Blue Moon; or
 - (vi) result in the waiver or release of the applicability of any “standstill” or other provisions of any confidentiality agreements entered into by any member of the Blue Moon Group; or
 - (vii) result in any material payment (including severance, unemployment compensation, “golden parachute”, bonus or otherwise) becoming due to any director or officer of any member of the Blue Moon Group or increase any benefits otherwise payable under any pension or benefits plan of any member of the Blue Moon Group or result in the acceleration of the time of payment or vesting of any such benefits.
- (c) No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase of any of the assets of the Blue Moon Group and there are no active areas of mutual interest provisions or areas of exclusion in any contracts binding upon the Blue Moon Group or otherwise to which the assets of the Blue Moon Group are subject.
 - (d) Blue Moon has all necessary power, authority and capacity to enter into this Letter of Intent and all other agreements and instruments to be executed by Blue Moon as contemplated by this Letter of Intent and to carry out the obligations thereof under this Letter of Intent and such other agreements and instruments. The board of directors of Blue Moon (the “**Blue Moon Board**”) has authorized Blue Moon to proceed with the Transaction on and subject to the terms and conditions set out herein.
 - (e) The execution and delivery of this Letter of Intent have been authorized by all necessary corporate action of Blue Moon and this Letter of Intent constitutes a valid and binding obligation of Blue Moon to carry out its obligations hereunder, enforceable against it in accordance with its terms subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
 - (f) Blue Moon has not entered into any agreement that would entitle any person to any valid claim against NSG or Blue Moon for a financial advisory fee, broker’s commission, finder’s fee or any like payment in respect of the Transaction or any other matter contemplated by this Letter of Intent, subject to Section 1(c) in respect of the Private Placement.
 - (g) Blue Moon is not obligated to pay any severance payments or termination payments to any persons including, without limitation, consultants, directors, officers, employees or agents in connection with the Transaction or otherwise.

- (h) Blue Moon is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, to the knowledge of Blue Moon, no investigation or other proceedings involving Blue Moon which may operate to prevent or restrict trading of any securities of Blue Moon are currently in progress or pending before any applicable stock exchange or securities regulatory authority.
- (i) Blue Moon's audited consolidated financial statements as at and for the fiscal years ended December 31, 2023 and December 31, 2022 (including the notes thereto and related management's discussion and analysis (collectively, the "**Blue Moon Annual Financial Statements**")) and Blue Moon's unaudited condensed consolidated financial statements as at and for the three and nine months ended September 30, 2024 (including the notes thereto and related management's discussion and analysis) (collectively, the "**Blue Moon Interim Financial Statements**", and together with the Blue Moon Annual Financial Statements, the "**Blue Moon Financial Statements**") were prepared in accordance with the International Financial Reporting Standards as issued by the International Accounting Standards Board at the relevant time applied on a consistent basis ("**IFRS**"), and in each case fairly present in all material respects the consolidated financial position, results of operations and cash flows of the Blue Moon Group as of the dates thereof and for the periods indicated therein. There have been no material changes in Blue Moon's accounting policies since September 30, 2024.
- (j) The cash balance of the Blue Moon Group is approximately US\$[redacted due to sensitive information] as of the date hereof.
- (k) Except: (i) as disclosed or reflected in the Blue Moon Financial Statements; and (ii) for liabilities and obligations (A) incurred in the ordinary course of business and consistent with past practice since September 30, 2024, (B) pursuant to the terms of this Letter of Intent, or (C) disclosed in the Blue Moon SEDAR+ Filings, Blue Moon has not incurred any material liabilities of any nature, whether accrued, contingent or otherwise, whether or not such material liabilities would be required by IFRS to be reflected on a consolidated balance sheet of Blue Moon as of the date hereof.
- (l) Since September 30, 2024: (i) the Blue Moon Group has conducted its business in the ordinary course of business consistent with past practice, except for the transactions contemplated by this Letter of Intent, (ii) there has been no Material Adverse Effect and (iii) to the knowledge of the Blue Moon Group, no director, officer, employee or auditor of the Blue Moon Group, has received or otherwise had or obtained knowledge of any fraud or material complaint, allegation, assertion or claim, whether written or oral, regarding fraud or the accounting or auditing practices, procedures, methodologies or methods of the Blue Moon Group or their respective internal accounting controls.
- (m) Other than with respect to the Concurrent Transaction, no entity in the Blue Moon Group has approved or has entered into any agreement in respect of the purchase of material assets or any interest therein or the sale, transfer or other disposition of any material portion of its assets or any interest herein currently owned by the Blue Moon Group whether by asset sale, transfer of securities or otherwise, or the change of control (by sale or transfer of securities or sale of all or substantially all of the property and assets of any member of the Blue Moon Group).
- (n) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of Blue Moon, threatened against any member of the Blue Moon Group before any court, regulatory or administrative agency or tribunal.
- (o) There are no actions, suits or other legal proceedings currently pending, or to the knowledge of Blue Moon, threatened against any member of the Blue Moon Group or in respect of any of its assets or property.
- (p) The authorized share capital of Blue Moon consists of an unlimited number of common shares without nominal or par value, unlimited Class "A" preferred shares with par value of C\$10 per share, and unlimited Class "B" preferred shares without part value. As of the date hereof, there are

53,254,086 Blue Moon Shares outstanding, there are no Class “A” preferred shares or Class “B” preferred shares outstanding and there are no Convertible Securities of Blue Moon outstanding and no person has any agreement, right or privilege capable of becoming such for the purchase, subscription, allotment or issue of any of the unissued securities of Blue Moon, other than outstanding Convertible Securities to acquire an aggregate of 3,640,000 Blue Moon Shares, consisting of 1,865,000 outstanding stock options, 1,400,000 outstanding deferred share units and 375,000 outstanding restricted share units. Schedule B to this Letter of Intent sets out a complete and correct list of all outstanding Convertible Securities of Blue Moon, including the grant date, exercise price, vesting schedule and terms, expiration date and other material terms, as applicable, of each such Convertible Security and the names of the holders of such Convertible Security and whether each such holder is a current director of a member of the Blue Moon Group or current officer, consultant or employee of the Blue Moon Group.

- (q) Other than the obligations payable upon completion of the Transaction which shall not exceed US\$NIL, there are no payments owing or that will become owing in connection with the Transaction to directors, officers, employees, consultants and contractors of the Blue Moon Group under any contract settlements, bonus plans, incentive plans, compensation plans, retention arrangements, change of control agreements or severance obligations (whether resulting from termination or alteration of duties).
- (r) The technical report entitled “Technical Report for the Blue Moon Massive Sulphide Deposit, Township 4 South, Range 16 East, MDB&M, Mariposa County, California” with an effective date October 27, 2023 and dated November 19, 2023 prepared for Blue Moon by Dr. Thomas A. Henriksen, Q.P., C.P.G., and Scott Wilson, C.P.G., SME-RM (collectively, the “**Blue Moon Technical Report**”) prepared in respect of the Blue Moon Property complied in all material respects with the requirements of National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* (“**NI 43-101**”) at the time of filing thereof and the Blue Moon Technical Report reasonably presented the quantity of mineral resources attributed to the property evaluated as the date stated therein based upon information available at the time the Blue Moon Technical Report was prepared and to Blue Moon’s knowledge, there have been no material changes to the quantity of mineral resources that would necessitate the filing of a new NI 43-101 compliant technical report or that would otherwise be required in order to ensure that the Blue Moon Technical Report remains current. All material information regarding the Blue Moon Property, including all drill results, technical reports and studies have been disclosed to NSG.
- (s) Except as disclosed in filings made by Blue Moon under its profile on SEDAR+ since November 1, 2021 (the “**Blue Moon SEDAR+ Filings**”), each of Blue Moon and its subsidiaries:
 - (i) has good and sufficient title, free and clear of any title defect or material Encumbrances, to all of its interests in real property, including fee simple estates, leases, surface rights, rights of way, easements and licences from landowners or other authorities permitting the use of land but excluding the Blue Moon Mineral Rights (as defined below) (collectively, the “**Blue Moon Real Property Interests**”), and the Blue Moon Real Property Interests permit the use of land by the Blue Moon Group necessary to permit the operation of their respective businesses as presently conducted or contemplated to be conducted; except for the avoidance of doubt, that additional surface rights must be acquired by the Blue Moon Group in order to further develop the Blue Moon Property; and
 - (ii) holds its mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for, develop, mine or produce minerals, ore or metals for development purposes on the Blue Moon Property and the other properties referred to in the Blue Moon Disclosure Documents (collectively, the “**Blue Moon Mineral Rights**”), free and clear of any material Encumbrances.
- (t) Except as disclosed in the Blue Moon SEDAR+ Filings:

- (i) Blue Moon and its subsidiaries are the legal and/or beneficial owner of all right, title and interest in and to the Blue Moon Real Property Interests and the Blue Moon Mineral Rights comprising the Blue Moon Group's properties pursuant to valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, and no member of the Blue Moon Group is in default of any of the material provisions of such documents, agreements and instruments nor has any such default been alleged;
- (ii) the Blue Moon Real Property Interests and the Blue Moon Mineral Rights comprising the Blue Moon Group's properties have been properly located and recorded in compliance with applicable laws and the Blue Moon Mineral Rights are comprised of valid and subsisting mineral claims;
- (u) Except as disclosed in the Blue Moon SEDAR+ Filings, the Blue Moon Real Property Interests and the Blue Moon Mineral Rights comprising the Blue Moon Group's properties are in good standing under applicable laws, all assessment work required to be performed and filed under the Blue Moon Real Property Interests and the Blue Moon Mineral Rights has been performed and filed, all related taxes and other payments have been paid and all related filings have been made;
 - (i) the Blue Moon Mineral Rights are sufficient to permit the operation of the respective businesses of the Blue Moon Group as presently conducted or contemplated to be conducted, and no member of the Blue Moon Group has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the Blue Moon Mineral Rights.
 - (ii) there is no material adverse claim against or challenge to the title of Blue Moon or any of its subsidiaries, or their respective ownership of, the Blue Moon Real Property Interests or Blue Moon Mineral Rights comprising the Blue Moon Group's properties;
 - (iii) the employees, agents and representatives of the Blue Moon Group have free and unrestricted access to the Blue Moon Group's properties and have not been prevented or restrained in any manner from exercising their rights of access;
 - (iv) the Blue Moon Group has the exclusive right to deal with the Blue Moon Real Property Interests and the Blue Moon Mineral Rights comprising the Blue Moon Group's properties;
 - (v) no other person has any interest in the Blue Moon Real Property Interests or the Blue Moon Mineral Rights comprising the Blue Moon Group's properties or the production from any of the underlying properties or mineral deposits or any right to acquire any such interest;
 - (vi) there are no back-in rights, earn-in rights, rights of first refusal or similar provisions that would affect the interest of the Blue Moon Group in the Blue Moon Real Property Interests or the Blue Moon Mineral Rights comprising the Blue Moon Group's properties; and
 - (vii) no member of the Blue Moon Group has received any notice, whether written or oral, from any governmental authority of any revocation or intention to revoke or materially amend any of their respective interests in any of the Blue Moon Real Property Interests or the Blue Moon Mineral Rights comprising the Blue Moon Group's properties and, to the knowledge of the Blue Moon Group, there is no reasonable basis to expect that such a revocation or material amendment of any of their respective interests in any of the Blue Moon Real Property Interests or the Blue Moon Mineral Rights may occur.
- (v) Each member of the Blue Moon Group has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws (including applicable securities laws), rules (including TSXV rules), regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations,

authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and none of the members of the Blue Moon Group has received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect on Blue Moon or any of its subsidiaries.

- (w) None of the Blue Moon Group and, to the knowledge of Blue Moon, none of their respective directors, officers, supervisors, managers, agents or employees has: (i) violated any applicable anti-bribery, export control, and economic sanctions laws, including the *Corruption of Foreign Public Officials Act (Canada)*, the *United States Foreign Corrupt Practice Act* and the *Bribery Act 2010* (United Kingdom), (ii) made or authorized any contribution, payment or gift of funds, property or anything else of value to any official, employee or agent of any governmental authority, authority or instrumentality in Norway, Canada, the United States and other jurisdictions in which the Blue Moon Group has assets or any other jurisdiction other than in accordance with applicable laws, (iii) used any corporate funds, or made any direct or indirect unlawful payment from corporate funds, to any foreign or domestic government official or employee or for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; or (iv) violated or is in violation of any provision of the Penal Code (Norway) or the *Criminal Code* (Canada) relating to foreign corrupt practices, including making any contribution to any candidate for public office, in either case, where either the payment or gift or the purpose of such contribution payment or gift was or is prohibited under the foregoing or any other applicable law, rule or regulation of any locality.
- (x) Blue Moon is a reporting issuer in British Columbia, Alberta and Quebec. The Blue Moon Shares are listed and posted for trading on the TSXV and quoted on the OTCQB.
- (y) Blue Moon has complied in all respects with the requirements to disclose and/or otherwise file with the applicable securities regulatory authorities, stock exchanges and self-regulatory authorities a true and complete copy of all material information, including all press releases, forms, reports, schedules, financial statements, management's discussion and analysis of financial condition and operations, certifications, annual information forms, management information circulars, material change reports and other documents required to be filed by it (such disclosure, forms, reports, schedules, statements, certifications and other documents, including any financial statements or other documents, including any schedules included therein, are referred to in this subsection as the **"Blue Moon Disclosure Documents"**). True and complete copies of all of the Blue Moon Disclosure Documents filed since November 1, 2021, or which would be material to a potential investor of Blue Moon, have been provided to NSG. The Blue Moon Disclosure Documents, at the time filed or, if amended, as of the date of such amendment: (a) were true, correct and complete in all material respects and did not contain any misrepresentation (as defined or interpreted by securities regulatory authorities) and did not contain an 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 they were made, not misleading; and (b) complied in all respects with the requirements of applicable securities legislation and the rules, policies and instruments of all securities regulatory authorities having jurisdiction over Blue Moon, except where such non-compliance has not had and would not reasonably be expected to have a Material Adverse Effect on Blue Moon. Blue Moon has not filed any confidential material change or other report or other document with any securities regulatory authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.
- (z) The information and statements contained in this Letter of Intent are true and correct in all material respects and together with the Blue Moon SEDAR+ Filings, constitute full, true and plain disclosure of all material facts relating to Blue Moon and its subsidiaries on a consolidated basis, contain no

misrepresentations and do not omit a material fact which is necessary to make the information and statements contained therein not misleading in light of the circumstances in which they were made.

(aa) Taxes.

- (viii) All material Tax Returns required by applicable laws to be filed with any governmental authority by, or on behalf of, Blue Moon and each of its subsidiaries have been filed when due in accordance with applicable laws (taking into account any applicable extensions), and all such material Tax Returns are, or shall be at the time of filing, true and complete in all material respects.
 - (ix) Blue Moon and each of its subsidiaries have paid, or have collected, withheld and remitted to the appropriate governmental authority all material Taxes due and payable on a timely basis, other than those Taxes being contested in good faith and in respect of which adequate reserves have been recorded in the books and records, and where payment is not yet due, have established in accordance with IFRS an adequate accrual for all Taxes through the end of the last period for which Blue Moon and each of its subsidiaries ordinarily record items on their books and records and such Taxes will be remitted when due.
 - (x) There are no currently effective elections, agreements or waivers extending the statutory period or providing for an extension of time with respect to the assessment or reassessment of any Taxes, or of the filing of any Tax Return or any payment of Taxes, by Blue Moon or any of its subsidiaries, and no request for any such waiver or extension is currently pending.
 - (xi) No claim has been made by any governmental authority in a jurisdiction where Blue Moon or any of its subsidiaries does not file Tax Returns that Blue Moon or such Blue Moon Subsidiary (as applicable) is or may be subject to material Tax by that jurisdiction.
 - (xii) There are no liens for Taxes on the assets of Blue Moon or any of its subsidiaries, other than permitted liens.
 - (xiii) There are no deficiencies, litigation, claims, actions, suits, audits, proceedings investigations, proposed adjustments, or other action now pending or threatened against Blue Moon or any of its subsidiaries in respect of any material Tax.
- (bb) No authorization, licence, permit, certificate, registration, consent or approval of, or filing with, or notification to, any governmental authority is necessary for the execution and delivery by Blue Moon of this Letter of Intent, the performance by Blue Moon of its obligations hereunder and the completion by Blue Moon of the Transaction, other than where failure to have so obtained such authorization, licence, permit, certificate, registration, consent, approval or filing would not reasonably be expected to have a Material Adverse Effect on Blue Moon.
- (cc) No member of the Blue Moon Group is a party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding securities in the capital of Blue Moon or the Blue Moon Subsidiary, as applicable.
- (dd) No member of the Blue Moon Group is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar agreement or contract where the result, purpose or effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of any member of the Blue Moon Group, in the Blue Moon Financial Statements.
- (ee) There are no material weaknesses over financial reporting of Blue Moon that could reasonably be expected to adversely affect Blue Moon's ability to record, process, summarize and report financial

information; and (ii) there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role over financial reporting of Blue Moon. Since November 1, 2021, Blue Moon has received no: (i) complaints from any source regarding accounting or auditing matters; or (ii) expressions of concern from employees of Blue Moon regarding questionable accounting or auditing matters.

- (ff) There are no outstanding loans made by Blue Moon to any director or officer of Blue Moon or any other related party (as defined in MI 61-101).
- (gg) There is no intercompany indebtedness between Blue Moon and the Blue Moon Subsidiary.
- (hh) Except for: (i) liabilities, obligations, commitments and contingencies that are specifically presented in the Blue Moon Interim Financial Statements, including in the notes thereto; and (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since September 30, 2024 and which are not material, the Blue Moon Group has not incurred any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise and are not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar contract with respect to the obligations, liabilities or indebtedness of any person.
- (ii) The Blue Moon Group does not have any material obligations or liabilities, direct or indirect, vested or contingent in respect of any streaming transactions, rate swap transactions, basis swaps, forward rate transactions, commodity swap, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cross-currency rate swap transactions or currency options or other similar transactions (including any option with respect to any such transactions) or any combination of such transactions.
- (jj) All contracts which are material to the operations of the Blue Moon Group (the “**Blue Moon Material Contracts**”) are in full force and effect, have been filed on the SEDAR+ profile of Blue Moon and the Blue Moon Group is entitled to all rights and benefits thereunder in accordance with the terms thereof. Blue Moon has made available to NSG for inspection true and complete copies of all Blue Moon Material Contracts and no such Blue Moon Material Contract has been modified, rescinded or terminated. All of the Blue Moon Material Contracts are valid and binding obligations of Blue Moon and the other parties thereto enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors’ rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.
- (kk) No member of the Blue Moon Group, or, to the knowledge of Blue Moon, any of the other parties thereto, is in breach or violation of or in default under (in each case, with or without notice or lapse of time or both) any Blue Moon Material Contract and the Blue Moon Group has not received or given any notice of default under any Blue Moon Material Contract which remains uncured, and, to the knowledge of Blue Moon, there exists no state of facts which after notice or lapse of time or both would constitute a default under or material breach of any Blue Moon Material Contract or the inability of a party to any Blue Moon Material Contract to perform its obligations thereunder.
- (ll) The Blue Moon Group has not received any notice (whether written or oral) that any party to a Blue Moon Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with the Blue Moon Group, and to the knowledge of Blue Moon, no such action has been threatened.
- (mm) Neither the entering into of this Letter of Agreement, nor the consummation of the Transaction or any of the other transactions contemplated by this Agreement will trigger any change of control or similar provisions in any of the Blue Moon Material Contracts.

- (nn) The Blue Moon Group are carrying on and have for the last five (5) years carried on their operations in material compliance with all applicable environmental laws and the Blue Moon Property and assets comply in all material respects with all applicable environmental laws.
- (oo) No member of the Blue Moon Group is subject to any material, actual, liability or, to the knowledge of Blue Moon, potential or contingent liability relating to (a) any remedial action, or (b) non-compliance with environmental laws; to the knowledge of Blue Moon, the Blue Moon Property is not listed on any list of sites requiring remedial action issued by any governmental authority nor proposed for listing on any such list;
- (pp) The Blue Moon Property has not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose of, transfer, produce or process hazardous substances, except in compliance in all material respects with all environmental laws; to the knowledge of Blue Moon, there are no hazardous substances at, in, on, under or migrating to or from any portion of the Blue Moon Property in excess of applicable limits pursuant to environmental laws or which could reasonably be expected to result in material liability of the Blue Moon Group; the Blue Moon Group has not treated or disposed of, or arranged for the treatment or disposal of, any hazardous substances at any location or in a manner that could reasonably be expected to result in material liability of the Blue Moon Group;
- (qq) No member of the Blue Moon Group has received nor have they been advised that they will receive from any person or governmental authority any notice, formal or informal, of any proceeding, claim, liability or other responsibility arising under any environmental law, nor is any such action or responsibility pending or threatened; to the knowledge of the Blue Moon Group, no part of the Blue Moon Property is subject to any enforcement action by any governmental authority;
- (rr) No member of the Blue Moon Group has assumed or retained any material liability or obligation pertaining to environmental matters as a result of the acquisition or disposition of any assets or real property; and
- (ss) All reports and material documents relating to environmental matters affecting the Blue Moon Group or the Blue Moon Property have been provided to NSG in the Blue Moon Data Room.
- (tt) No community or local peoples within the United States has commenced any proceeding, threatened any proceedings, engaged in any protest or boycott, written letters of objection or otherwise given notice to the Blue Moon Group that he, she or they object to or intend to object to:
 - (i) the grant or legitimacy of any of the Blue Moon Mineral Rights; or
 - (ii) the right of the Blue Moon Group to explore, develop, mine or process ore or minerals from the Blue Moon Property, including any surface, water or power rights.
- (uu) All insurance policies of the Blue Moon Group are disclosed in the Blue Moon Data Room and are in full force and effect. All premiums due and payable under all such policies have been paid and the Blue Moon Group is otherwise in compliance in all material respects with the terms of such policies. No member of the Blue Moon Group has received any notice of cancellation or termination with respect to any such policy. There has been no denial of material claims nor material claims disputed by the insurers of the Blue Moon Group.
- (vv) The corporate records and minute books of the Blue Moon Group have been maintained in accordance with all applicable laws in all material respects, and such corporate records and minute books are complete and accurate in all material respects.
- (ww) The Blue Moon Group does not own or possess any intellectual property rights including any patents, copyrights, trade secrets, trademarks, service marks or trade names.

- (xx) No member of the Blue Moon Group is a party to or bound or governed by, or subject to:
- (i) any employment, consulting, retention, termination or change of control agreement with, or any written or oral agreement, arrangement or understanding providing for retention, change of control, length of termination notice, or severance or termination payments to any (i) director, (ii) officers and employees of the Blue Moon Group, whether actively working or not actively working (the “**Blue Moon Employees**”) or (iii) independent contractor, agent or consultant who provides services to the Blue Moon Group for payment in excess of \$10,000 per year, other than external legal counsel and auditors (the “**Blue Moon Contractors**”);
 - (ii) any collective bargaining agreements or similar agreements;
 - (iii) any threatened or, to the knowledge of Blue Moon, pending union organizing activities involving any Blue Moon Employee and no such activities have been undertaken within the last three (3) years;
 - (iv) any trade union, council of trade unions, employee bargaining agency, affiliated bargaining agent, employee association or similar entity that holds bargaining rights with respect to any of the Blue Moon Employees by way of certification, interim certification, voluntary recognition or succession rights;
 - (v) any unfair labour practice complaint, grievance or arbitration proceeding, or any labour dispute, strike or lock-out relating to or involving any employees of Blue Moon or the Blue Moon Subsidiary and no such event has occurred within the last five (5) years;
 - (vi) any claim for wrongful dismissal, constructive dismissal or any other claim, complaint or litigation relating to employment, discrimination or termination of employment of any of the Blue Moon Employees or former employees or relating to any failure to hire a candidate for employment; or
 - (vii) any allegations of sexual or other unlawful harassment or discrimination have been made against (i) any director or officer of Blue Moon or the Blue Moon Subsidiary, or (ii) any present or former Blue Moon Employee.
- (yy) No Blue Moon Employees or former employees of Blue Moon and the Blue Moon Subsidiary is or has been, during employment with the Blue Moon Group, an illegal or undocumented worker. All Blue Moon Employees and former employees, and Blue Moon Contractors have and had all work permits, visas, authorizations or status, as the case may be, required to perform work or provide services in Norway or in the jurisdiction in which services are performed.
- (zz) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workers’ compensation legislation in respect of Blue Moon or the Blue Moon Subsidiary and Blue Moon and the Blue Moon Subsidiary have not been reassessed in any material respect under such legislation during the past three years and no audit of Blue Moon or of the Blue Moon Subsidiary is currently being performed pursuant to any applicable workers’ compensation legislation. There are no claims or, to the knowledge of Blue Moon, potential claims which may materially adversely affect Blue Moon or the Blue Moon Subsidiary’s accident cost experience.
- (aaa) The Blue Moon Group has operated in all material respects in compliance with all terms and conditions of employment applicable to employees and all applicable laws with respect to employment and labour, including employment and labour standards, vacation and paid time off, discrimination, harassment, retaliation, wages, classification, hours of work, overtime, immigration, occupational health and safety, employment equity, pay equity, workers’ compensation, human

rights, labour relations and privacy, and there are no current, pending or, to the knowledge of Blue Moon, threatened claims, complaints, investigations or orders under any such laws and, to the knowledge of Blue Moon, no basis for any such claims.

- (bbb) All amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits, including under any compensation or benefits plans and other similar accruals have either been paid or are accurately reflected in the books and/ or records of the Blue Moon Group, including any entitlements owed to any holder of any options convertible into common shares of Blue Moon.
- (ccc) No person will, as a result of any of the transactions contemplated herein, including a change of control of Blue Moon or of the Blue Moon Subsidiary, become entitled to (i) any retirement, severance, termination, retention, bonus or other similar payment from Blue Moon or the Blue Moon Subsidiary, (ii) the acceleration of the vesting or the time to exercise of any outstanding stock option, warrants or employee or director awards of Blue Moon, (iii) the forgiveness or postponement of payment of any indebtedness owing by such person to Blue Moon or the Blue Moon Subsidiary, or (iv) receive any additional payments or compensation under or in respect of any employee or director benefits or incentive or other compensation plans or arrangements from Blue Moon or the Blue Moon Subsidiary.
- (ddd) Each Blue Moon Contractor has been properly classified by the Blue Moon Group as an independent contractor and no member of the Blue Moon Group has received any notification from any governmental authority challenging the classification of such Blue Moon Contractor.
- (eee) The aggregate value of assets of the Blue Moon Group in Canada and gross revenues from sales in, from or into Canada generated from the Blue Moon Group's assets in Canada are both less than C\$93 million as determined as of the time and in the manner prescribed by the Competition Act, R.S.C., 1985, c. C-34, as amended.
- (fff) No member of the Blue Moon Group is required to report to the Government of Canada in compliance with the Fighting Against Forced Labour and Child Labour in Supply Chains Act S.C. 2023, c. 9.

10. **Covenants of NSG:**

NSG hereby covenants and agrees with Blue Moon as follows (and each of the NSG Shareholders covenant and agree to take or refrain from taking any such actions as necessary with respect to the foregoing):

- (a) NSG will, and will cause its subsidiaries to, use its commercially reasonable efforts to satisfy all of the conditions precedent to the completion of the Transaction and will use its commercially reasonable efforts to apply for and obtain, and will cooperate with Blue Moon in applying for and obtaining, the consents, orders and approvals necessary for NSG and Blue Moon, respectively, to complete the Transaction.
- (b) NSG will restate and/or reconcile the NSG Financial Statements in accordance with IFRS if required by the TSXV as a condition of approving the Transaction.
- (c) NSG will restate and/or reconcile the Memo in order to be compliant with the NI 43-101 if required by the TSXV as a condition of TSXV approval of the Transaction.
- (d) The NSG Shareholders will cooperate with NSG to confirm the NSG Shareholders' approval of the Transaction, and comply with related requirements, under Norwegian corporate and securities law.

- (e) NSG will, and will cause its subsidiaries to, conduct its business only, and shall not take any action except, in the usual, ordinary or regular course of business consistent with past practices, except as contemplated by this Letter of Intent or as consented to in writing by Blue Moon.
- (f) NSG will, and will cause its subsidiaries to, use its commercially reasonable efforts to maintain and preserve its business organization, assets, properties, employees, goodwill, business relationships and community relationships, and it will, in all material respects, operate and maintain its property (including, without limitation, the NSG Property) in a proper and prudent manner in accordance with good industry practice and the agreements, permits and licences governing the ownership and operation of such property.
- (g) NSG shall not, and shall cause its subsidiaries not to, except as provided for in this Letter of Intent, or in strict compliance with the terms set forth in Schedule "A", without prior consultation with and the consent of Blue Moon, directly or indirectly do, agree to do, or permit to occur any of the following: (i) amend its constituting documents; (ii) declare, set aside or pay any dividend or other distribution or payment in respect of any of the shares of NSG or of any other member of the NSG Group; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of NSG, or Convertible Securities of NSG or in each case of any other member of the NSG Group; (iv) redeem, purchase or otherwise acquire any of the outstanding shares of NSG or other securities of NSG or in each case of any other member of the NSG Group or amend or modify the terms of any of its or their securities; (v) split, combine or reclassify any of the shares of NSG or of any other member of the NSG Group; (vi) reduce its stated capital or the capital of any other member of the NSG Group; (vii) sell, pledge, lease, licence, dispose of or otherwise encumber any of the assets of NSG Group; (viii) adopt resolutions or enter into any agreement providing for the amalgamation, merger, consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself or any of its subsidiaries or adopt any plan of liquidation; (ix) amend, alter, enter into or terminate any employment or consulting agreement or alter the pay, benefits, change of control provisions or other terms and conditions of employment or service of any employees or consultants other than with non-executive employees in the ordinary course; (x) make or commit to make any severance payments or termination payments to any person including, without limitation, consultants, directors, officers, employees or agents of any member of the NSG Group; (xi) enter into or amend any agreements, arrangements or transactions with any related party or (xii) pay, discharge or satisfy any material claims, liabilities or obligations, other than in the ordinary course of business consistent with past practice.
- (h) NSG will not, and it shall cause its subsidiaries not to, sell, surrender or otherwise dispose of any of the assets of the NSG Group.
- (i) NSG will not, and it will cause the NSG Subsidiary not to, incur any indebtedness for borrowed money or assume, endorse, guarantee or otherwise become responsible for the obligations of any other person, or make any loans or advances or issue any debt securities.
- (j) NSG shall promptly advise Blue Moon in writing of any breach by NSG of any covenant, obligation or agreement of NSG contained in this Letter of Intent, or of any matter which, either individually or in the aggregate, could reasonably be expected to prevent, delay or impede the consummation of the Transaction or the transactions contemplated hereby, or either Blue Moon or NSG from performing their respective obligations under this Letter of Intent or the Transaction.
- (k) NSG shall promptly notify Blue Moon in writing of any change in any representation or warranty provided by NSG in this Letter of Intent, which change is or may be of such a nature as to render any representation or warranty misleading, incorrect or untrue.
- (l) NSG will use commercially reasonable efforts to assist Blue Moon with its application, and related requirements, for the listing of the Blue Moon Shares on the Oslo Exchange, if such listing is sought by Blue Moon, in its sole discretion, provided however that in no event shall such listing be a condition precedent to completion of the Transaction.

- (m) NSG will use its reasonable endeavours to arrange for each applicable individual to submit Personal Information Forms or statutory declarations as required by the policies of the TSXV.
- (n) Except in the ordinary course of business, NSG and the NSG Subsidiary will not (directly or indirectly):
 - (i) acquire or agree to acquire (by merger, amalgamation, consolidation, arrangement or acquisition of shares or other equity securities or interests or assets or otherwise) any corporation, partnership, association or other business organization or division thereof or any property or asset, or make any investment by the purchase of securities, contribution of capital, property transfer, or purchase of any property or assets of any other person;
 - (ii) incur any expenses or incur, create or assume or otherwise become liable for any indebtedness (including the making of any payments in respect thereof, including any premiums or penalties thereon or fees in respect thereof) or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances;
 - (iii) pay, discharge, waive, compromise, assign, release or satisfy any claim, liability or obligation prior to the same being due;
 - (iv) engage in any new business, enterprise or other activity;
 - (v) in respect of any property and assets reflected in the balance sheet forming part of NSG's Audited Financial Statements, expend or commit to expend any amounts with respect to expenses for such property and assets; or
 - (vi) authorize any of the foregoing, or enter into or modify any contract or agreement to do any of the foregoing;
- (o) NSG will not, and will not permit the NSG Subsidiary to, directly or indirectly, except in the ordinary course of business:
 - (i) terminate, fail to renew, cancel, waive, release, grant or transfer any rights;
 - (ii) incur any business expenses other than in the ordinary course of business;
 - (iii) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend, terminate or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;
 - (iv) waive, release, grant, transfer, exercise, or modify or amend in any material respect, any existing contractual rights in respect of any property of the NSG Group; or
 - (v) enter into any agreement containing any provision restricting or triggered by the transactions contemplated herein;
- (p) NSG will not, and will not permit the NSG Subsidiary to, make any loan to any director of the any of the NSG Group;
- (q) the NSG Group will use their commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the NSG Group, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless at the time of such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable

deductions and providing coverage comparable to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, provided, however, that, the NSG Group will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months; and

- (r) NSG will not, and will cause the NSG Subsidiary not to, make an application to amend, terminate, allow to expire or lapse or otherwise modify any of its permits or take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any governmental authority to institute proceedings for the suspension, revocation or limitation of rights under, any material permit necessary to conduct its businesses as now being conducted.

11. Covenants of NSG Shareholders:

Each of the NSG Shareholders hereby covenants and agrees with Blue Moon and NSG as follows:

- (a) Use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Letter of Intent to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) Effect all necessary registrations and filings and submissions of information requested by any governmental authority required to be effected by it in connection with the Transaction.
 - (ii) Fulfill all conditions and satisfy all provisions of this Letter of Intent and the Transaction.
- (b) Subject to applicable laws or as otherwise authorized by this Letter of Intent, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Letter of Intent or which would reasonably be expected to significantly impede the consummation of the Transaction.
- (c) If the NSG Shareholder is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the NSG Shares to Blue Moon upon Closing.
- (d) Not encumber in any manner the NSG Shares and ensure that at the time of Closing the NSG Shares are free and clear of any Encumbrances.

12. Covenants of Blue Moon:

Blue Moon hereby covenants and agrees with NSG and the NSG Shareholders as follows:

- (a) If the Concurrent Transaction is not announced prior to the public announcement of the Transaction, Blue Moon will use commercially reasonable efforts to continue to pursue the Concurrent Transaction between announcement of the Transaction and the Closing.
- (b) Blue Moon shall provide to NSG's Representatives copies of all material correspondence with regulatory authorities, including the TSXV, relating to the Transaction. Blue Moon shall give advance notice to NSG of any proposed call with the TSXV in respect of the Transaction and invite NSG or its Representatives to join such calls.
- (c) Blue Moon will, and will cause its subsidiaries to, use its commercially reasonable efforts to satisfy all of the conditions precedent to the completion of the Transaction and will use its commercially reasonable efforts to apply for and obtain, and will cooperate with NSG in applying for and

obtaining, the consents, orders and approvals necessary for Blue Moon and NSG, respectively, to complete the Transaction.

- (d) Blue Moon shall not, and shall cause its subsidiaries not to, except as provided for in this Letter of Intent, the Private Placement (as contemplated in this Letter of Intent), the Concurrent Transaction (as contemplated in this Letter of Intent) or in strict compliance with the terms set forth in Schedule "A", without prior consultation with and the consent of NSG, directly or indirectly do, agree to do, or permit to occur any of the following: (i) amend its constating documents; (ii) declare, set aside or pay any dividend or other distribution or payment in respect of any of the shares of Blue Moon or of any other member of the Blue Moon Group; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of Blue Moon, or Convertible Securities of Blue Moon or in each case of any other member of the Blue Moon Group; (iv) redeem, purchase or otherwise acquire any of the outstanding shares of Blue Moon or other securities of Blue Moon or in each case of any other member of the Blue Moon Group or amend or modify the terms of any of its or their securities; (v) split, combine or reclassify any of the shares of Blue Moon or of any other member of the Blue Moon Group; (vi) reduce its stated capital or the capital of any other member of the Blue Moon Group; (vii) sell, pledge, lease, licence, dispose of or otherwise encumber any of the assets of Blue Moon Group; (viii) adopt resolutions or enter into any agreement providing for the amalgamation, merger, consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself or any of its subsidiaries or adopt any plan of liquidation; (ix) amend, alter, enter into or terminate any employment or consulting agreement or alter the pay, benefits, change of control provisions or other terms and conditions of employment or service of any employees or consultants other than with non-executive employees in the ordinary course; (x) make or commit to make any severance payments or termination payments to any person including, without limitation, consultants, directors, officers, employees or agents of any member of the Blue Moon Group; (xi) enter into or amend any agreements, arrangements or transactions with any related party or (xii) pay, discharge or satisfy any material claims, liabilities or obligations, other than in the ordinary course of business consistent with past practice.
- (e) Blue Moon shall use commercially reasonable efforts to cause the Blue Moon Shares to be issued to the NSG Shareholders in connection with the Transaction to be listed on the TSXV.
- (f) Blue Moon will, and will cause its subsidiaries to, conduct its business only, and shall not take any action except, in the usual, ordinary or regular course of business consistent with past practices, except as contemplated by this Letter of Intent or as consented to in writing by NSG.
- (g) Blue Moon will, and will cause its subsidiaries to, use its commercially reasonable efforts to maintain and preserve its business organization, assets, properties, employees, goodwill, business relationships and community relationships, and it will, in all material respects, operate and maintain its property (including, without limitation, the Blue Moon Property) in a proper and prudent manner in accordance with good industry practice and the agreements, permits and licences governing the ownership and operation of such property.
- (h) Blue Moon will not, and it shall cause its subsidiaries not to, sell, surrender or otherwise dispose of any of the assets of the Blue Moon Group.
- (i) Blue Moon will not, and it will cause its subsidiaries not to, incur any indebtedness for borrowed money or assume, endorse, guarantee or otherwise become responsible for the obligations of any other person, or make any loans or advances or issue any debt securities.
- (j) Blue Moon shall promptly advise NSG in writing of any breach by Blue Moon of any covenant, obligation or agreement of Blue Moon contained in this Letter of Intent, or of any matter which, either individually or in the aggregate, could reasonably be expected to prevent, delay or impede the consummation of the Transaction or the transactions contemplated hereby, or either Blue Moon or NSG from performing their respective obligations under this Letter of Intent or the Transaction.

- (k) Blue Moon shall promptly notify NSG in writing of any change in any representation or warranty provided by Blue Moon in this Letter of Intent, which change is or may be of such a nature as to render any representation or warranty misleading, incorrect or untrue.
- (l) Except in the ordinary course of business, or in connection with the Concurrent Transaction, Blue Moon and the Blue Moon Subsidiary will not (directly or indirectly):
 - (i) acquire or agree to acquire (by merger, amalgamation, consolidation, arrangement or acquisition of shares or other equity securities or interests or assets or otherwise) any corporation, partnership, association or other business organization or division thereof or any property or asset, or make any investment by the purchase of securities, contribution of capital, property transfer, or purchase of any property or assets of any other person;
 - (ii) incur any expenses or incur, create or assume or otherwise become liable for any indebtedness (including the making of any payments in respect thereof, including any premiums or penalties thereon or fees in respect thereof) or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances;
 - (iii) pay, discharge, waive, compromise, assign, release or satisfy any claim, liability or obligation prior to the same being due;
 - (iv) engage in any new business, enterprise or other activity;
 - (v) in respect of any property and assets reflected in the balance sheet forming part of the Blue Moon Audited Financial Statements, expend or commit to expend any amounts with respect to expenses for such property and assets; or
 - (vi) authorize any of the foregoing, or enter into or modify any contract or agreement to do any of the foregoing;
- (m) Blue Moon will not, and will not permit the Blue Moon Subsidiary to, directly or indirectly, except in the ordinary course of business:
 - (i) terminate, fail to renew, cancel, waive, release, grant or transfer any rights;
 - (ii) incur any business expenses other than in the ordinary course of business;
 - (iii) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend, terminate or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;
 - (iv) waive, release, grant, transfer, exercise, or modify or amend in any material respect, any existing contractual rights in respect of any property of the Blue Moon Group; or
 - (v) enter into any agreement containing any provision restricting or triggered by the transactions contemplated herein;
- (n) Blue Moon will not, and will not permit the Blue Moon Subsidiary to, make any loan to any director of the Blue Moon Group;
- (o) The Blue Moon Group will use their commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Blue Moon Group, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless at the time of such termination, cancellation or lapse, replacement policies

underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage comparable to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, provided, however, that, the Blue Moon Group will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months; and

- (p) Blue Moon will not, and will cause the Blue Moon Subsidiary not to, make an application to amend, terminate, allow to expire or lapse or otherwise modify any of its permits or take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any governmental authority to institute proceedings for the suspension, revocation or limitation of rights under, any material Permit necessary to conduct its businesses as now being conducted.
- (q) Blue Moon shall not, and shall ensure that the “Administrators” (as defined under Blue Moon’s share compensation plan dated 12 September 2024, the “Share Compensation Plan”) do not, in connection with the Transaction, permit any adjustments to the securities issued under the Share Compensation Plan without prior written approval of NSG.

13. **Mutual Conditions Precedent.** Subject to Section 5(b), the completion of the Transaction shall be subject to the following conditions precedent (the “**Mutual CPs**” and each a “**Mutual CP**”) being satisfied prior to closing (the “**Closing**”), and which may be waived only with the consent of both of the Parties:

- (a) Blue Moon and NSG announcing the Transaction;
- (b) subject to Section 5, Blue Moon, and the NSG Shareholders executing mutually acceptable and legally enforceable agreements and other documents, including the Definitive Agreement to give effect to the Transaction;
- (c) this Letter of Intent shall not have been terminated in accordance with its terms;
- (d) receipt of the conditional acceptance of the TSXV for listing of the Resulting Issuer Shares to be issued to the NSG Shareholders pursuant to the Transaction for trading on the TSXV;
- (e) receipt of all required approvals and consents for the Transaction, comprising: (i) TSXV conditional acceptance, and (iii) any other governmental, regulatory or third person approvals or consents, if applicable.
- (f) the Blue Moon Shares that are issued as consideration for the NSG Shares shall be issued as fully paid and non-assessable common shares in the capital of Blue Moon, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature, except those imposed pursuant to escrow restrictions of the TSXV or applicable securities laws.
- (g) no action, suit, legal proceeding or regulatory actions or proceedings will have been taken or threatened, against any Party or any of its subsidiaries at the Closing which (i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the completion of the Transaction by either Party, or (ii) would or likely will, if determined against the interest of either Party, have a Material Adverse Effect on the Party or any of its subsidiaries, taken as a whole or on the Resulting Issuer.
- (h) no inquiry or investigation (whether formal or informal) in relation to either Party or its directors or officers, shall have been commenced or threatened by the TSXV, any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on the Resulting Issuer after giving effect to the Transaction.

- (i) the distribution of the securities pursuant to the Transaction shall be exempt from the prospectus and registration requirements of applicable Canadian securities laws by virtue of applicable exemptions under Canadian securities laws and shall not be subject to resale restrictions under applicable Canadian securities law (other than as applicable to control persons or pursuant to section 2.6 of National Instrument 45-102).
- (j) All conditions to completion of the Concurrent Transaction having been satisfied or waived.

14. **Conditions Precedent to the Obligations of NSG and NSG Shareholders**

The obligations of NSG and of the NSG Shareholders to complete the Transaction shall be subject to the satisfaction of each of the following conditions (collectively, the “**NSG CPs**” and each a “**NSG CP**”), any of which may be waived by NSG and NSG Shareholders:

- (a) Blue Moon shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by Blue Moon prior to the completion of the Transaction and shall not have breached any of the terms of this Letter of Intent in any material respects.
- (b) The representations and warranties of Blue Moon contained in this Letter of Intent shall be true and accurate, when made and on and as of the completion of the Transaction with the same force and effect as if they had been made at the completion of the Transaction (except to the extent such representations and warranties speak as of the date hereof or except as affected by transactions contemplated or permitted by this Letter of Intent) except where the failure of such representations and warranties to be true and correct (read as though such representations and warranties omit exceptions for failures that do not have or result in a Material Adverse Effect), individually or in the aggregate, would not result or would not reasonably be expected to result in a Material Adverse Effect in respect of Blue Moon.
- (c) There shall not have been any event or change since the date hereof that has had or would be reasonably likely to have a Material Adverse Effect on Blue Moon.
- (d) NSG shall have received a certificate of Blue Moon signed by a senior officer of Blue Moon and dated the date of Closing certifying that the conditions set out in Sections 14(a), 14(b) and 14(c) have been satisfied.

15. **Conditions Precedent to the Obligations of Blue Moon**

The obligations of Blue Moon to complete the Transaction shall be subject to the satisfaction of each of the following conditions (collectively, the “**Blue Moon CPs**” and each a “**Blue Moon CP**”), any of which may be waived by Blue Moon:

- (a) NSG and the NSG Shareholders shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by NSG and the NSG Shareholders prior to the completion of the Transaction and shall not have breached any of the terms of this Letter of Intent in any material respect.
- (b) The representations and warranties of NSG and of the NSG Shareholders contained in this Letter of Intent shall be true and accurate, when made and on and as of the completion of the Transaction with the same force and effect as if they had been made at the completion of the Transaction (except to the extent such representations and warranties speak as of the date hereof or except as affected by transactions contemplated or permitted by this Letter of Intent) except where the failure of such representations and warranties to be true and correct (read as though such representations and warranties omit exceptions for failures that do not have or result in a Material Adverse Effect),

individually or in the aggregate, would not result or would not reasonably be expected to result in a Material Adverse Effect in respect of NSG.

- (c) There shall not have been any event or change since the date hereof that has had or would be reasonably likely to have a Material Adverse Effect on NSG.
- (d) Blue Moon shall have received a certificate of NSG signed by a senior officer of NSG and dated the date of Closing certifying that the conditions set out in Sections 15(a), 15(b) and 15(c) have been satisfied.
- (e) Receipt by Blue Moon of a title opinion in a form satisfactory to it, acting reasonably, in relation to the NSG Property.
- (f) Closing of the Private Placement, subject to the Section **Error! Reference source not found.**

16. **Completion Date.** The Parties shall use their best efforts to complete the Transaction as soon as reasonably possible but in any event by no later than the Outside Date. For greater certainty, in the event that the Transaction has not been completed by the Outside Date, this Letter of Intent shall terminate.

17. **Acquisition Proposal and Termination Fee.** NSG and Blue Moon agree to be bound by the covenants and provisions set forth in Schedule "A".

18. **Escrow.**

The Parties acknowledge that the policies of the TSXV concerning escrow periods may apply to issuances of Resulting Issuer Shares (and any securities convertible into Resulting Issuer Shares) to certain former holders of NSG securities and in addition to the statutory four month and one day hold period prescribed by Canadian securities laws, subscribers in the Private Placement and/or holders of securities of NSG resident in the United States or other countries aside from Canada may have additional restrictions placed on such securities pursuant to securities laws and regulations of those countries. To the extent that TSXV escrow periods do not so apply, the Resulting Issuer Shares will be subject to contractual restrictions of transfer such that 50% of such Resulting Issuer Shares shall be released on the date that is six months from the Closing, and the remaining 50% on the date that is 12 months from the Closing.

19. **Costs.**

Subject to Schedule "A", each of the Parties hereto shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Letter of Intent and all legal and accounting fees and disbursements relating to preparing the Definitive Agreement or otherwise relating to the transactions contemplated herein.

20. **Public Announcements.** The Parties agree to make a joint press release with respect to the Transaction as soon as practicable after the date of this Letter of Intent and to otherwise coordinate the public disclosure and presentations made by them with respect to the Transaction. The Parties further agree that there will be no public announcement or other disclosure of the Transaction or of the matters dealt with herein unless they have mutually agreed thereto or unless otherwise required by applicable law or by regulatory instrument, rule or policy based on the advice of counsel. If either Party is required by applicable law or regulatory instrument, rule or policy to make a public announcement with respect to the Transaction, such Party hereto will provide as much notice to the other Party as reasonably possible, including the proposed text of the announcement.

21. **Confidentiality.**

- (a) If at any time either Party shall become legally obligated, or wishes to, make any public announcement in regard to the Transaction, it will advise the other Party, with a reasonable period

in advance to review and comment, and obtain the prior consent of the other Party, with respect of the issuance of any public statement or press release which it proposes to make in respect of the Transaction, provided that neither Party shall be prevented from making any public statement or press release which is required to be made by law or any rule of a stock exchange or similar organization or regulatory authority to which it is bound.

- (b) The Parties acknowledge and agree that they shall continue to be bound by the mutual non-disclosure agreement between NSG and Blue Moon dated October 24, 2024 (the “**Confidentiality Agreement**”).
- (c) Subject to applicable laws and rules and policies of applicable stock exchanges, each of the Parties agree to (and agree to the extent applicable that the affiliates, directors, officers, employees, agents and representatives thereof will) hold in confidence and not disclose to any other person, nor make any use (except in furtherance of the completion of the Definitive Agreement) of any non-public knowledge, information or other material in whatsoever form or howsoever communicated relating, directly or indirectly, to the other Party hereto and obtained in connection with the Transaction contemplated in this Letter of Intent (including the existence of this Letter of Intent), provided however that each Party may use or disclose such documents, information or other materials as the Party deems appropriate (on advice of counsel) in connection with any dispute or proceeding in relation to the contents of this Letter of Intent.
- (d) Except with the prior written consent of the applicable Party, each of the parties hereto and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other Party in the strictest confidence, except such information and documents which are generally available to the public or as are required to be disclosed by applicable law. All such information (including any copies) in written form and documents will be returned to the Party originally delivering them and any electronic copies shall be deleted or destroyed in the event that the transactions provided for in this Letter of Intent are not consummated. Notwithstanding the foregoing, each Party may use or disclose such information as the Party deems appropriate (on advice of counsel) in connection with any dispute or proceeding in relation to the contents of this Letter of Intent.

22. **Termination.** Subject to Section 23 and Schedule "A" to this Letter of Intent, if applicable, this Letter of Intent may be terminated at any time prior to the Outside Date (for the purposes of this Section 22, NSG and the NSG Shareholders shall be considered one Party):

- (a) by mutual written consent of both Parties;
- (b) upon execution and delivery by Blue Moon, NSG and the NSG Shareholders of the Definitive Agreement;
- (c) by either Party, in its sole discretion, by providing written notice to the other Party, if:
 - (i) any law, regulation, or judgment of a governmental authority of competent jurisdiction makes the completion of the Transaction or any of the other the transactions contemplated by this Letter of Intent illegal or otherwise prohibited, and such law has become final and non-appealable;
 - (ii) any applicable court or regulatory authority having notified in writing either Party that it will not permit the Transaction to proceed;
 - (iii) any Mutual CP has not been satisfied by the Outside Date except that the right to terminate this Letter of Intent under this Section 22(c)(iii) shall not be available to a Party whose failure to fulfill any of its obligations has been the cause of or resulted in, the failure of such condition to be satisfied by such date;

- (d) by Blue Moon:
 - (i) in order to enter into a definitive written agreement with respect to a Superior Proposal, subject to compliance with Section 3 of Schedule "A" and the contemporaneous payment to NSG of the Blue Moon Termination Payment required to be paid pursuant to Section 7 of Schedule "A"; or
 - (ii) if the NSG Board or any NSG Shareholder shall have withdrawn or modified in a manner adverse to Blue Moon its approval or recommendation of the Transaction in accordance with Section 2(b)B of Schedule "A"; or
 - (iii) if any Blue Moon CP has not been satisfied on or by the Outside Date (unless waived by Blue Moon), provided that failure to satisfy any Blue Moon CP shall not have been caused directly or indirectly by any member of the Blue Moon Group;
- (e) by NSG or the NSG Shareholders:
 - (i) in order to enter into a definitive written agreement with respect to a Superior Proposal, subject to compliance with Section 3 of Schedule "A" and the contemporaneous payment to Blue Moon of the NSG Termination Payment required to be paid pursuant to Section 4 of Schedule "A"; or
 - (ii) if any NSG CP has not been satisfied on or by the Outside Date (unless waived by NSG), provided that failure to satisfy any NSG CP shall not have been caused directly or indirectly by any member of the NSG Group.

For purposes of clarity, in the event of termination of this Letter of Intent pursuant to Sections 5(c), 16, 22(a), 22(b) or 22(c), neither Party shall be liable to the other Party for any losses or liabilities suffered as a result of such termination, other than where a Party has otherwise breached the terms of this Letter of Intent.

23. Cure Provisions

For the purposes of this Section 23, NSG and the NSG Shareholders shall be considered one Party. If any Party determines at any time prior to the Outside Date that it intends to refuse to complete to transactions contemplated hereby because of any unfilled or unperformed Blue Moon CP, NSG CP or Mutual CP, such Party will so notify the other Party forthwith upon making such determination in order that the other Party will have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Outside Date. Neither NSG nor Blue Moon may elect not to complete the transactions contemplated hereby pursuant to the Mutual CPs, the Blue Moon CPs or the NSG CPs or exercise any termination right arising therefrom and no payments will be payable unless forthwith and in any event prior to the Outside Date the Party intending to rely thereon has given a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party giving such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is given, provided that the other Party is proceeding diligently to cure such matter, if such matter is capable of being cured, the Party giving such notice may not terminate this Letter of Intent as a result thereof until the earlier of the Outside Date and the expiration of a period of 10 Business Days from such notice.

24. Effect of Termination

If this Letter of Intent is terminated pursuant to Sections 5, 166, 222 or 233, it shall become void and of no further force and effect without liability of any Party to the other Party other than in respect of prior breaches

hereof. In the event of such termination, each of this Section 24, as well as Sections 19, 20, 21 (other than subsection (a)), 222, 233, 25 and 266 and the provisions of Schedule "A" shall survive.

25. Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (a) delivered personally, (b) sent prepaid courier service or mail, or (c) electronic communication (confirmed on the same or following day by prepaid mail) addressed as follows:

in the case of notice to Blue Moon:

Blue Moon Metals Inc.
Suite 400, 601 West Broadway Street
Vancouver, British Columbia
V5Z 4C2, CANADA

Attn: Christian Kargl-Simard
Email: [redacted due to personal information]

in the case of notice to NSG:

Nye Sulitjelma Gruver AS
Industriveien, 8208 Fauske
Norway

Attn: Størker Bjørnstad
Email: [redacted due to personal information]

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- (a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- (b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and
- (c) if sent in electronic form, be deemed to have been received on the Business Day of the sending if sent during normal business hours (otherwise on the following Business Day).

26. Miscellaneous

- (a) This Letter of Intent, the Definitive Agreement and other agreements contemplated herein and therein, if entered into, shall be governed in all respects, including validity, interpretation and effect, by laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the undersigned hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in the Judicial District of Vancouver in respect of any matter arising hereunder or in connection herewith.

- (b) The Letter of Intent shall become effective as of the date of acceptance by NSG as set forth on the signature page.
- (c) This Letter of Intent will be binding upon, and will enure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. No assignment of this Letter of Intent will be permitted without the consent of the other Party, except as set forth in this Section. Notwithstanding anything else in this Letter of Intent, the Parties acknowledge and agree that the NSG Shares may be acquired by Blue Moon through a direct or indirect wholly owned subsidiary organized under the laws of Norway or Canada (or such other jurisdiction as deemed advisable, on advice of counsel, provided that if a jurisdiction other than Norway or Canada is deemed advisable, it shall be determined in consultation with NSG, acting reasonably), and that the Parties further acknowledge that Blue Moon shall have the discretion in the manner (and form) in which such subsidiary is capitalized.
- (d) This Letter of Intent may be executed and evidenced by a PDF or electronic copy thereof and all such counterparts or facsimile counterparts shall constitute one document.
- (e) Each Party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further documents, assurances or things, and secure all necessary consents and authorizations, as may be reasonably requested by any other Party for the more complete and perfect observances and performance of the terms of this Letter of Intent.
- (f) If any particular provision of this Letter of Intent shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Letter of Intent or affecting the validity or enforceability of this Letter of Intent or affecting the validity or enforceability of such provision in any other jurisdiction.
- (g) This Letter of Intent may be amended or modified only by a separate agreement in writing signed by each Party. No act or failure to act or delay in the enforcement of any right by either Party hereunder constitutes a waiver of any right by such Party under this Letter of Intent, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach by the other Party under this Letter of Intent except as expressly agreed to in writing; and no waiver of any breach of any provision of this Letter of Intent constitutes a waiver of any proceeding, continuing or succeeding breach of such provisions or of any other provision of this Letter of Intent.

If the terms of this Letter of Intent are acceptable, please communicate your acceptance by executing the duplicate copy hereof in the appropriate space below and returning such executed copy to us, prior to 5:00 pm (Toronto time) on November 27, 2024 at the address set out above.

Yours very truly,

BLUE MOON METALS INC.

By: "Christian Kargl-Simard"

Name: Christian Kargl-Simard
Title: Chief Executive Officer

THE TERMS OF THIS LETTER OF INTENT are hereby accepted as of the _____ day of November, 2024.

NYE SULITJELMA GRUVER AS

By: "Størker Bjørnstad"

Name: Størker Bjørnstad

Title: Chief Executive Officer

STØRKER BJØRNSTAD

"Størker Bjørnstad"

FAUSKEBYGG HOLDING AS

By: "Størker Bjørnstad"

Name: Størker Bjørnstad

Title: Chief Executive Officer

FAUSKEBYGG INVEST AS

By: "Størker Bjørnstad"

Name: Størker Bjørnstad

Title: Chief Executive Officer

ØRJAN GROTNES VALLA

"Ørjan Grotnes Valla"

MORTEN GROTNES VALLA

"Morten Grotnes Valla"

LEIF ROAR STAVNES

Leif Roar Stavnes"

SCHEDULE "A"
ACQUISITION PROPOSAL, TERMINATION PAYMENT AND EXPENSE PAYMENT

1. Acquisition Proposal and Superior Proposal

For the purposes of this Schedule A, NSG and the NSG Shareholders shall be considered one Party.

- (a) **"Acquisition Proposal"** means, with respect to NSG or Blue Moon, as the case may be, any proposal or offer made by a third party (including a stated intention to make a proposal or offer) regarding a merger, amalgamation, statutory arrangement, share exchange, business combination, recapitalization, take-over bid, tender offer, sale or other disposition of 20% or more of the assets of such Party (on a consolidated basis) in a single transaction or a series of related transactions (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale or other disposition of 20% or more of the assets of NSG or Blue Moon, as the case may be), reorganization, liquidation, winding-up, sale, issue or redemption of 20% or more of the total number of common shares or rights or interests therein or thereto or similar transactions involving the Party and/or its subsidiaries (other than the Transaction), but for greater certainty, with respect to Blue Moon, shall not include the Concurrent Transaction;
- (b) **"Superior Proposal"** means a bona fide written Acquisition Proposal made by a third party with whom Blue Moon or NSG, as the case may be, and each of its respective officers and directors deals at arm's length to, directly or indirectly, acquire assets that individually or in the aggregate constitute more than 50% of the assets (on a consolidated basis) of Blue Moon or NSG, as the case may be, or more than 50% of the common shares of Blue Moon or NSG, as the case may be, whether by way of merger, amalgamation, arrangement, share exchange, take-over bid, business combination, or otherwise, and that the Blue Moon Board or the NSG Board, as applicable, determines in good faith after receipt of advice from its financial advisors and outside legal counsel: (a) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (b) is not subject to a financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Blue Moon Board or the NSG Board, as applicable, acting in good faith (after receipt of advice from financial advisors and outside legal counsel); (c) is not subject to a due diligence or access to information condition; (d) that is offered or made in compliance with all applicable securities laws and corporate laws to all Blue Moon Shareholders or NSG Shareholders, as the case may be, in Canada and Norway on the same terms; and (e) would in the opinion of the Blue Moon Board or the NSG Board, as applicable, acting in good faith, if consummated in accordance with its terms (without assuming away the risk of non-completion), result in a transaction more favourable to the Blue Moon Shareholders or NSG Shareholders, as applicable, from a financial point of view, than the terms of the Transaction.

2. Covenants Regarding Non-Solicitation

- (a) Each Party shall, and shall direct and cause its officers, directors, employees, representatives, advisors and agents and its subsidiaries and their representatives, advisors, agents, officers, directors and employees to immediately cease and cause to be terminated any solicitation, encouragement, activity, discussion or negotiation with any parties that may be ongoing with respect to an Acquisition Proposal whether or not initiated by the Party or any of its representatives.
- (b) Subject to Section 3 of this Schedule "A" or unless permitted pursuant to this Section 2, each Party agrees that it shall not, and shall not authorize or permit any of its officers, directors, employees, representatives, advisors or agents or its subsidiaries, directly or indirectly, to:
 - (i) make, solicit, assist, initiate, entertain, encourage, promote or facilitate, including by way of furnishing non-public information, permitting any visit to its properties or entering into any form of written or oral agreement, arrangement or understanding, any inquiries or the

making of any proposals regarding an Acquisition Proposal or that may be reasonably be expected to lead to a potential Acquisition Proposal;

- (ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any person any information or otherwise cooperate with, respond to, assist or participate in any Acquisition Proposal or potential Acquisition Proposal;
- (iii) remain neutral with respect to, or agree to, approve or recommend any Acquisition Proposal or potential Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five Business Days following formal announcement of such Acquisition Proposal shall not be considered to be a violation of this paragraph 2(b)(iii));
- (iv) with respect to Blue Moon, withdraw, modify, qualify or change in a manner adverse to the other Party, or publicly propose to or publicly state that it intends to withdraw, modify, qualify or change in a manner adverse to the other Party, the approval, recommendation or declaration of advisability of the Blue Moon Board or the NSG Board, as applicable, or any committee thereof of this Letter of Intent or the Transaction (a **"Change in Recommendation"**) (it being understood that failing to affirm the approval or recommendation of the Blue Moon Board or the NSG Board, as applicable, of the Transaction within five Business Days after an Acquisition Proposal relating to such Party has been publicly announced and, in circumstances where no Acquisition Proposal has been made, within five Business Days of being requested to do so by the other Party, shall be considered an adverse modification);
- (v) release any person from or waive, or otherwise forbear the enforcement of any confidentiality or standstill agreement with any person that would facilitate the making or implementation of any Acquisition Proposal;
- (vi) accept, enter into, or propose to accept or enter into, any agreement, arrangement or understanding related to any Acquisition Proposal or potential Acquisition Proposal or requiring it to abandon, terminate or fail to consummate the Transaction or providing for the payment of any break, termination or other fees or expenses to any person in the event that the Transaction is completed or any other transaction agreed to prior to any termination of this Letter of Intent; or
- (vii) make any public announcement or take any other action inconsistent with, or that would reasonably be likely to be regarded as detracting from, the recommendation of its board of directors to approve the Transaction.

Notwithstanding the foregoing part of this paragraph (b) and any other provisions of this Letter of Intent:

- A. The Blue Moon or the NSG Board, as applicable, may consider, participate in any discussions or negotiations with and provide information to, any person who has delivered a written Acquisition Proposal which was not solicited or encouraged by such Party after the date of this Letter of Intent and did not otherwise result from a breach of this Section 2 by such Party and that its board of directors determines in good faith may reasonably be expected to constitute a Superior Proposal, provided, however, that if a Party provides confidential non-public information to such person, that Party obtains a confidentiality and standstill agreement from the person making such Acquisition Proposal that contains confidentiality obligations at least as onerous as the Confidentiality Agreement, and otherwise on terms no more favorable to such person than the confidentiality obligations contained therein, and includes a standstill provision. If a Party receives a request for non-public information from a person who proposes to make an Acquisition Proposal and the Blue Moon or the NSG Board, as applicable, determines in good faith that such Acquisition Proposal, if made, could reasonably be expected to lead to a Superior Proposal and

provided that such Party obtains a confidentiality and standstill agreement from the person making such Acquisition Proposal that is substantially the same as the confidentiality obligations between the Parties hereto, and otherwise on terms no more favourable to such person than such confidentiality obligations including a standstill provision, provided, however, that it shall not preclude such person from making a Superior Proposal, such Party shall be permitted to provide such person with access to information regarding itself; provided that such Party sends a copy of any such confidentiality agreement to the other Party promptly upon its execution and the other Party is provided with a list of the information provided to such person and is promptly provided with access to similar information to which such person was provided.

- B. Nothing contained in this Section 2 or elsewhere in the Letter of Intent shall prohibit the Blue Moon Board or the NSG Board, as applicable, from making a Change in Recommendation or from making any disclosure to its shareholders if, in the good faith judgment of the board of directors, after consultation with outside counsel, such action is necessary for the board of directors to act in a manner consistent with its fiduciary duties or is otherwise required under applicable laws, provided that the Blue Moon or the NSG Board shall not be permitted to make a Change in Recommendation other than in connection with a Superior Proposal and in compliance with Section 2 hereof.
 - C. Nothing contained in this Section 2 shall prohibit the Blue Moon Board or the NSG Board, as applicable, from distributing a management information circular (or, in the case of NSG, such other documentation as is required under Norwegian law) in compliance with applicable securities laws, as applicable, in response to a take-over bid, provided however that the Blue Moon Board or the NSG Board, as applicable, shall not, except as permitted by Section 2 or 3 of this Schedule "A", withdraw or modify, or propose to withdraw or modify, its recommendation with respect to the Transaction or approve or recommend or propose to approve or recommend an Acquisition Proposal.
- (c) From and after the date of the Letter of Intent, each Party shall promptly (and in any event within 24 hours) notify the other Party, at first orally and then in writing, of any proposals, offers or written inquiries relating to or constituting an Acquisition Proposal, any discussions or negotiations relating to, or which the Party reasonably believes could lead to, an Acquisition Proposal, or any request for non-public information relating to such Party or any of its subsidiaries, except where such disclosure will result in a breach by such Party of its confidentiality obligations existing on the date of this Letter of Intent. Such notice shall include a description of the terms and conditions of any proposal, inquiry or offer, the identity of the person making such proposal, inquiry or offer, copies of all draft agreements and to the extent available to such Party, copies of all lock-up and similar agreements and provide such other details of the proposal, inquiry or offer as the other Party may reasonably request. Each Party shall keep the other Party fully informed on a prompt basis of the status, including any change to the material terms, of any such inquiry, proposal or offer and will respond promptly to all inquiries by the other Party with respect thereto.
 - (d) Each Party shall ensure that its officers, directors, consultants and employees and its subsidiaries and their officers, directors, consultants, employees and any financial advisors or other advisors or representatives retained by it are aware of the provisions of this Section 2, and it shall be responsible for any breach of this Section 2 by such officers, directors, consultants, employees, financial advisors or other advisors or representatives.

3. Right to Accept a Superior Proposal

- (a) If a Party has complied with Section 2 of this Schedule "A" with respect thereto, the Party may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal (other than a confidentiality agreement in accordance with Section 2 of this Schedule "A"), the execution of which shall not be subject to the conditions of this Section 3 received prior to the date of approval of the Transaction by its shareholders and terminate this

Letter of Intent if, and only if: (i) the Party has provided the other Party with a copy of the Superior Proposal document; (ii) the Party has provided the other Party with the information regarding such Superior Proposal required under Section 2(c) of this Schedule "A"; (iii) the Blue Moon Board or the NSG Board, as the case may be, has determined in good faith after consultation with its financial advisors and obtaining written advice from outside legal counsel that it is necessary in order for the Blue Moon Board or the NSG Board, as applicable, to discharge properly its fiduciary duties to withdraw or modify its approval or recommendation of this agreement and to approve or recommend such Superior Proposal; and (iv) five Business Days shall have elapsed from the later of the date the other Party received written notice (a "**Superior Proposal Notice**") advising the other Party that the Blue Moon Board or the NSG Board, as applicable, has resolved to accept, approve, recommend or enter into an agreement in respect of such Superior Proposal subject only to this Section 3, and the date the other Party received a copy of such Superior Proposal document.

- (b) During the five Business Day period referred to in Section 3(a) of this Schedule "A", each Party agrees that the other Party shall have the right, but not the obligation, to offer in writing to amend the terms of this Letter of Intent, which offer must be received by the Party receiving the Superior Proposal prior to 5:00 p.m. (Toronto time) on the fifth Business Day of such period in order for such offer to comply with the requirements of this Section 3(b). The Party in receipt of the Superior Proposal shall cooperate with the other Party with respect to the Superior Proposal, including negotiating in good faith with the other Party to enable the other Party to make such adjustments to the terms of this Letter of Intent as the other Party deems appropriate and as would enable the Transaction to proceed. The Blue Moon Board or the NSG Board, as the case may be, in receipt of the Superior Proposal will review any written proposal by the other Party to amend the terms of this Letter of Intent in good faith in order to determine, in its discretion in the exercise of its fiduciary duties, whether the amended proposal would, upon acceptance by it, be at least equivalent to the Superior Proposal. If the Blue Moon Board or the NSG Board, as applicable, so determines, it will enter into an amended agreement with the other Party reflecting the amended proposal. If the board of directors of the Party in receipt of the Superior Proposal does not so determine, that Party may accept, approve, recommend or enter into an agreement, understanding or arrangement in respect of such Superior Proposal, subject to compliance with Section 4 hereof (where the Party who accepts the Superior Proposal is NSG) or Section 7 hereof (where the Party who accepts the Superior Proposal is Blue Moon).
- (c) Each Party also acknowledges and agrees that each successive material modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of the requirements under Section 2(c) and clause (iv) of Section 3(a) of this Schedule "A" and, in the case of the latter, will initiate an additional five Business Day notice period.

4. NSG Termination Payment

In the event that NSG enters into an agreement to effect an Acquisition Proposal that is a Superior Proposal in accordance with Section 3 of this Schedule "A", or NSG withdraws its Recommendation or makes a Change in Recommendation in respect of the Transaction, then, provided that the Blue Moon Termination Payment and Blue Moon Expense Payment are not payable, NSG shall pay to Blue Moon, contemporaneous with entry into of such agreement or withdrawal or Change in Recommendation, an aggregate amount in cash of \$1,000,000 (the "**NSG Termination Payment**") in immediately available funds as a termination payment.

5. NSG Expense Payment - Termination for Breach, etc.

In the event that Blue Moon terminates this Letter of Intent pursuant to Section 22(c)(iii) and none of the NSG Termination Payment, the Blue Moon Termination Payment or Blue Moon Expense Payment is otherwise payable in accordance with Section 4 of this Schedule "A", then an aggregate amount in cash of \$50,000 (the "**NSG Expense Payment**") shall become payable to Blue Moon in immediately available funds as reimbursement for fees and expenses incurred by Blue Moon in connection with the Transaction. If Blue Moon terminates this Letter of Intent under Section 22(d)(iii) as a result of the Blue Moon CP set forth in

Section 15(b) failing to be satisfied, subject to Section 23, the NSG Expense Payment shall become payable by the NSG Shareholders and Blue Moon shall not be entitled to bring a claim against any other person, including NSG, in relation to such purported breach or for payment of the NSG Expense Payment. Where Blue Moon terminates this Letter Intent pursuant to Section 22(d)(iii) as a result of any Blue Moon CP set forth in Section 15 (other than the Blue Moon CP set forth in Section 15(b)) failing to be satisfied, the NSG Expense Payment shall become payable only by NSG (and not by any NSG Shareholders).

6. Blue Moon Liquidated Damages

NSG acknowledges that each of the NSG Termination Payment, if any, and the NSG Expense Payment, if any, each payable pursuant to this Schedule "A", is a payment of liquidated damages which is a genuine pre-estimate of the damages which Blue Moon and the Blue Moon Shareholders will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Transaction and is not a penalty.

Upon receipt by Blue Moon of any NSG Termination Payment or any NSG Expense Payment pursuant to this Schedule "A", Blue Moon shall have no further claim against NSG or the NSG Shareholders in respect of the failure to complete the Transaction. Nothing in this Schedule "A" shall preclude Blue Moon from seeking injunctive relief to restrain any breach or threatened breach by NSG of any of its obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection therewith provided that it is understood and agreed that in no instance shall Blue Moon be entitled to a NSG Termination Payment, a NSG Expense Payment and specific performance.

NSG hereby irrevocably waives any right it may have to raise as a defence that the provisions of Section 4 of this Schedule "A", Section 5 of this Schedule "A" or any such provisions or the amounts therein are excessive, punitive or unenforceable.

7. Blue Moon Termination Payment

In the event that Blue Moon enters into an agreement to effect an Acquisition Proposal that is a Superior Proposal in accordance with Section 3 of this Schedule "A", then, provided that the NSG Termination Payment and NSG Expense Payment are not otherwise payable, Blue Moon shall pay to NSG, contemporaneous with entry into of such Agreement, an aggregate amount in cash of \$1,000,000 (the "**Blue Moon Termination Payment**") in immediately available funds as a termination payment.

8. Blue Moon Expense Payment - Termination for Breach, etc.

In the event that NSG terminates this Letter of Intent pursuant to Section 22(e) and none of the Blue Moon Termination Payment, the NSG Termination Payment or NSG Expense Payment is otherwise payable in accordance with Section 4 of this Schedule "A", then Blue Moon shall pay to NSG an aggregate amount in cash of \$50,000 (the "**Blue Moon Expense Payment**") in immediately available funds as reimbursement for fees and expenses incurred by NSG in connection with the Transaction.

9. NSG Liquidated Damages

Blue Moon acknowledges that each of the Blue Moon Termination Payment, if any, and the Blue Moon Expense Payment, if any, each payable pursuant to this Schedule "A", is a payment of liquidated damages which is a genuine pre-estimate of the damages which NSG and the NSG Shareholders will suffer or incur as a result of the event giving rise to such damages and the resultant non-completion of the Transaction and is not a penalty.

Upon receipt by NSG of any Blue Moon Termination Payment or any Blue Moon Expense Payment pursuant to this Schedule "A", NSG shall have no further claim against Blue Moon in respect of the failure to complete the Transaction. Nothing in this Schedule "A" shall preclude NSG from seeking injunctive relief to restrain any breach or threatened breach by Blue Moon of any of its obligations hereunder or otherwise

to obtain specific performance without the necessity of posting bond or security in connection therewith provided that it is understood and agreed that in no instance shall NSG be entitled to a Blue Moon Termination Payment, a Blue Moon Expense Payment and specific performance.

Blue Moon hereby irrevocably waives any right it may have to raise as a defence that the provisions of Section 4 of this Schedule "A", Section 5 of this Schedule "A" or any such provisions or the amounts therein are excessive, punitive or unenforceable.

10. Payments

Any amounts payable to a Party pursuant to this Schedule "A" shall be paid by wire transfer in immediately available funds to an account designated by the recipient of such payment. In no event shall Blue Moon be entitled to receive the NSG Termination Payment or NSG Expense Payment more than once and in no event shall NSG be entitled to receive the Blue Moon Termination Payment or Blue Moon Expense Payment more than once.

SCHEDULE "B"
NSG Shareholders

[REDACTED DUE TO PERSONAL INFORMATION]