

SHARE PURCHASE AGREEMENT

AMONG

BLUE MOON METALS INC.

AND

NUSSIR ASA

AND

MONIAL AS

AND

BAKER STEEL RESOURCES TRUST LIMITED

AND

ANTAEUS AS

AND

NILS CHRISTIAN THRANE

DATED: DECEMBER 19, 2024

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective this 19th day of December, 2024,

AMONG:

BLUE MOON METALS INC., a company organized under the laws of the Province of British Columbia (the "**Blue Moon**")

- and -

NUSSIR ASA, a company governed by the laws of Norway ("**Nussir**")

- and -

MONIAL AS, a company organized under the laws of Norway reg. no. [redacted due to sensitive information] ("**Monial**")

- and -

BAKER STEEL RESOURCES TRUST LIMITED, a trust organized under the laws of Guernsey, registration no [redacted due to sensitive information] ("**Baker Steel**")

- and -

ANTAEUS AS, a company organized under the laws of Norway, reg. number [redacted due to sensitive information] ("**Antaeus**")

- and -

NILS CHRISTIAN THRANE, an individual resident in Norway, personal no. [redacted due to personal information] ("**Thrane**")

(each of Monial, Baker Steel, Antaeus and Thrane, an "**Acceding Nussir Shareholder**" and collectively, the "**Acceding Nussir Shareholders**")

WHEREAS:

- A. Blue Moon desires to purchase all of the issued and outstanding Nussir Shares (as defined herein), subject to the terms and conditions set out herein.
- B. The Acceding Nussir Shareholders (as defined herein) are the registered and beneficial owners of an aggregate of 103,062,461 Nussir Shares (the "**Purchased Shares**"), which represents 70.9% of the issued and outstanding securities in the capital of Nussir, and such Nussir Acceding Shareholders desire to sell to Blue Moon, and Blue Moon desires to purchase from the Nussir Acceding Shareholders all of such Purchased Shares, subject to the terms and conditions set out herein.
- C. In addition, pursuant to the PoA Process (as defined herein), as at the date of this Agreement, holders (the "**Nussir PoA Shareholders**") of an additional aggregate of **144,762,451** Nussir Shares (the "**PoA Purchased Shares**") (which, when combined with the Purchased Shares equals an aggregate of **99.5%** of the issued and outstanding Nussir Shares) have agreed to sell their PoA Purchased Shares pursuant to the Transaction.

NOW THEREFORE, in consideration of the respective covenants, agreements, representations and warranties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“Accession Agreement” means the accession agreement dated November 27, 2024 among Blue Moon, Nussir, and the Nussir Acceding Shareholders pursuant to which the Nussir Acceding Shareholder acceded to the Transaction.

“Aggregate Purchase Price” has the meaning specified in Section 2.1(c).

“Agreement” means this Share Purchase Agreement, together with the Recitals and the Schedules, all as amended, supplemented or modified from time to time in accordance with the provisions hereof.

“Antaeus” has the meaning set out in the recitals hereto.

“Baker Steel” has the meaning set out in the recitals hereto.

“Blue Moon” has the meaning set out in the recitals hereto.

“Blue Moon Annual Financial Statements” means 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.

“Blue Moon Board” means the board of directors of Blue Moon.

“Blue Moon Circular” means the management information circular to be prepared pursuant to the Blue Moon Meeting, if required by applicable Law.

“Blue Moon Contractors” means any independent contractor, agent, or consultant who provides services to the Blue Moon Group in excess of \$10,000 per year, other than external legal counsel, auditors, technical consultants and investments banks.

“Blue Moon Convertible Securities” means securities convertible into Blue Moon Shares.

“Blue Moon CPs” has the meaning set out in Section 8.3.

“Blue Moon Data Room” means the virtual data room located at [redacted due to sensitive information], as of 5:00 pm (Toronto time) on December 18, 2024, a copy of which will be downloaded by Nussir following execution of this Agreement.

“Blue Moon Disclosure Documents” has the meaning set out in Section 6.4(y).

“Blue Moon Employees” means any director, officer, or employee of the Blue Moon Group, whether actively working or not actively working.

“Blue Moon Expense Payment” has the meaning set out in Section 8 of Schedule “A” to this Agreement.

“Blue Moon Financial Statements” means, collectively, the Blue Moon Annual Financial Statements and the Blue Moon Interim Financial Statements.

“Blue Moon Group” means, collectively, Blue Moon and the Blue Moon Subsidiary.

“Blue Moon Interim Financial Statements” means 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.

“Blue Moon Material Contracts” means all contracts with are material to the operation of the Blue Moon Group.

“Blue Moon Meeting” means the meeting of Blue Moon Shareholders to obtain Blue Moon Shareholder Approval, if required by applicable Law.

“Blue Moon Mineral Rights” has the meaning set out in Section 6.4(s)(ii).

“Blue Moon Nominees” means the 3 individuals to be indicated by Blue Moon in accordance with the requirements of the laws of Norway (one of which will be Christian Kargl-Simard).

“Blue Moon Property” means the Blue Moon Mine located in Mariposa County, California.

“Blue Moon Real Property Interests” has the meaning set out in Section 6.4(s)(i).

“Blue Moon Resolution” has the meaning set out in Section 7.3(a).

“Blue Moon SEDAR+ Filings” means the filings made by Blue Moon under its profile on SEDAR+ since November 1, 2021.

“Blue Moon Shareholder Approval” means the approval of Blue Moon Shareholders of the Transaction, if required by, and in accordance with, applicable Law or any Governmental Authority.

“Blue Moon Shareholders” means the holders of Blue Moon Shares.

“Blue Moon Shares” means the common shares in the capital of Blue Moon.

“Blue Moon Subsidiary” means Keystone Mines Inc., a company governed under the Laws of the state of Idaho, United States.

“Blue Moon Technical Report” means the technical report titled “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. Henricksen, Q.P., C.P.G., and Scott Wilson, C.P.G., SME-RM.

“Blue Moon Termination Payment” has the meaning set out in Section 7 of Schedule “A” to this Agreement.

“Blue Moon VPS Account” means the VPS account to be opened in the name of Blue Moon.

“Business Day” means any day other than a Saturday, Sunday or any day on which major banks are closed for business in Vancouver, Canada or Oslo, Norway.

“C\$” means the lawful currency of Canada.

“Change in Recommendation” has the meaning set out in Section 2(b)(vi) of Schedule “A” to this Agreement.

"Claim" means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding.

"Closing" means the completion of the purchase and sale of the Purchased Shares and the PoA Purchased Shares and the other transactions contemplated in this Agreement.

"Closing Date" means the date on which the Closing occurs, being the date as agreed to in writing by Blue Moon and Nussir, provided all conditions to Closing have been satisfied or waived at such date, other than those conditions which by their nature are to be satisfied on the day of Closing.

"Closing Slip" has the meaning ascribed thereto in Section 7.1(b)(ii).

"Closing Time" means such time on the Closing Date as agreed to in writing by Blue Moon and Nussir.

"Concurrent Financing" has the meaning ascribed thereto in Section 3.2(a).

"Concurrent Transaction" means the acquisition of NSG by Blue Moon.

"Confidentiality Agreement" means the mutual non-disclosure agreement between Nussir and Blue Moon dated September 9, 2024.

"Consideration Shares" means the Resulting Issuer Shares to be issued to the Nussir Shareholders in satisfaction of the Aggregate Purchase Price.

"Encumbrances" or **"Encumbrance"** means a mortgage, lien, charge or encumbrance of any nature whatsoever.

"Escrow Release Conditions" means the completion of the Transaction, and subject to satisfaction of certain customary conversion conditions.

"Escrowed Proceeds" means the proceeds of the Concurrent Financing, other than those allocated to the Unit Shares, to be held in escrow pending satisfaction of the Escrow Release Conditions.

"Exchange Rate" means NOK 1: US\$0.0894, US\$1: C\$1.402 and NOK 1: C\$0.1253388.

"Governmental Entity" means, in respect of any Person, property, operation, transaction or other matter or circumstance, any: (i) governmental entity or authority of any nature, including any governmental ministry, agency, branch, department or official, and any court, regulatory board or other tribunal; or (ii) individual or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature (including any stock exchange), having jurisdiction or power over any such Person, property, operation, transaction or other matter or circumstance.

"Hartree Side Agreement" means the letter agreement between Blue Moon and Hartree Partners, LP dated December 17, 2024.

"IFRS" means the International Financial Reporting Standards as issued by the International Accounting Standards Board.

[Redacted due to sensitive information]

"Interim Period" means the period commencing on November 27, 2024, being the date of the Letter of Intent, and ending immediately prior to the Closing Time.

"JORC" means the Australasian Joint Ore Reserves Committee.

"Law" means any and all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations or awards, decrees or other requirements of any Governmental Entity having the force of law and any legal requirements arising under the common law or principles of law or equity and the term "applicable" with respect to such Laws and, in the context that refers to any Person, means such Laws as are applicable at the relevant time or times to such Person or its business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over such Person or its business, undertaking, property or securities.

"Letter of Intent" means the binding letter of intent dated November 27, 2024 between Blue Moon and Nussir.

"LNS AS" means Leonhard Nilsen & Sønner AS.

"LNS Blue Moon Letter of Intent" means the letter of intent dated December 18, 2024 between Blue Moon and LNS AS with respect to the Blue Moon Property.

"LNS Equity Investment Agreement" means the equity investment agreement dated December 18, 2024 between Blue Moon and LNS AS with respect to the Concurrent Financing and future financings of Blue Moon.

"LNS Mining Contract" means the mining contract with LNS dated December 17, 2024 with respect to the development and operation of the Nussir copper mine.

"LNS NSG Letter of Intent" means the letter of intent dated December 18, 2024 between Blue Moon and LNS AS with respect to the NSG Property.

"LNS Side Agreements" means the LNS Blue Moon Letter of Intent, the LNS Equity Investment Agreement, the LNS Mining Contract and the LNS NSG Letter of Intent.

"Material Adverse Effect" means in respect of Nussir or Blue Moon, 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 (and in the case of a Nussir Acceding Shareholder, means an effect that is, or would reasonably be expected to be, material and adverse to its ability to comply with its obligations under this Agreement), 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 Agreement, 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 (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 Agreement, the Transaction or the Concurrent Transaction or otherwise contemplated by or resulting from the terms of this Agreement,

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.

“Maximum Proceeds” has the meaning set out in Section 3.2(a).

“MI 61-101” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

“Minimum Proceeds” has the meaning set out in Section 3.2(a).

“Monial” has the meaning set out in the recitals hereto.

“Mutual CPs” has the meaning set out in Section 8.1.

“NI 43-101” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

“Norwegian GAAP” means Norwegian generally accepted accounting principles as defined by the Norwegian Accounting Standards Board.

“NSG Letter of Intent” means the binding letter of intent entered into between Blue Moon and NSG, dated November 27, 2024.

“NOK” means the Norwegian Krone.

“NSG” means Nye Sulitjelma Gruver AS.

“NSG Property” means NSG’s advanced stage volcanic massive sulphide development copper-zinc-gold-silver project located in Norway.

“NSG Shareholders” means the holders of NSG Shares.

“NSG Shares” means the issued and outstanding ordinary shares in the capital of NSG.

“Nussir” has the meaning set out in the recitals hereto.

“Nussir Acceding Shareholders” has the meaning set out in the recitals hereto and **“Nussir Acceding Shareholder”** means any one of them.

“Nussir Annual Financial Statements” means Nussir’s audited consolidated financial statements as at and for the fiscal years ended December 31, 2023 and 2022.

“Nussir Board” means the board of directors of Nussir.

“Nussir Board Limitation” means Nussir’s obligation to use commercially reasonable efforts to recommend the Transaction to the Nussir Shareholders.

“Nussir Contractors” means any independent contractor, agent, or consultant who provides services to the Nussir Group in excess of \$10,000 per year, other than external legal counsel, auditors, technical consultants and investment banks.

“Nussir Convertible Securities” means securities convertible into Nussir Shares.

“Nussir CPs” has the meaning set out in section 8.2.

“Nussir Data Room” means, collectively, the virtual data rooms located at: [redacted due to sensitive information] and [redacted due to sensitive information] as of 5:00 pm (Toronto time) on December 18, 2024, a copy of which will be downloaded by Blue Moon following execution of this Agreement.

“Nussir Employees” means any director, officer, or employee of the Nussir Group, whether actively working or not actively working.

“Nussir Financial Statements” means, collectively, the Nussir Annual Financial Statements and the Nussir Interim Financial Statements.

“Nussir Group” means, collectively, Nussir and Nussir Subsidiary.

“Nussir Interim Financial Statements” means Nussir’s unaudited trial balance and management accounts as at and for the nine months ended September 30, 2024.

“Nussir Material Contracts” means all contracts which are material to the Nussir Group.

“Nussir Nominees” means Francis Johnstone and Karin Thorburn.

“Nussir Permit” has the meaning set out in Section 6.2(r).

“Nussir PoAs” has the meaning set out in Section 7.1(b).

“Nussir PoA Shareholders” has the meaning set out in the recitals, subject to Section 7.1(c).

“Nussir Property” means Nussir’s advanced stage sediment hosted development copper-gold-silver project located in Norway.

“Nussir Shareholder Approval” means approval of the Transaction from Nussir Shareholders holding in aggregate at least 90.1% of the Nussir Shares (comprising approval from the Acceding Nussir Shareholders pursuant to their execution of this Agreement and the Nussir PoA Shareholders pursuant to the PoA Process).

“Nussir Shareholders” means the holders of Nussir Shares.

“Nussir Shares” means the issued and outstanding ordinary shares in the capital of Nussir.

“Nussir Subsidiary” means Nussir Holding AS, reg. no. [redacted due to sensitive information], a company governed under the Laws of Norway.

"Nussir Technical Report" means the technical report titled "Nussir Feasibility Study 2023" dated May 2023, jointly prepared by SRK Consulting (UK) Limited and Nussir in respect of the Nussir Property.

"Nussir Termination Payment" has the meaning set out in Section 4 of Schedule "A" to this Agreement.

"Ordinary Course" means, with respect to an action taken by any Person, that such action is substantially consistent in nature and scope with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of the business of such Person.

"Outside Date" means 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 or such other date as mutually agreed in writing between Blue Moon and Nussir.

"Party" means each of Blue Moon, Nussir and the Nussir Acceding Shareholders, and **"Parties"** means each of them together.

"Person" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"PoA Process" has the meaning set out in Section 7.1(b)(ii).

"PoA Purchased Shares" has the meaning set out in the recitals hereto, subject to Section 7.1(c).

"Purchased Shares" has the meaning set out in the recitals hereto.

"Representatives" means the respective accountants, legal counsel, technical, financial and other advisors and representatives of a Party.

"Resulting Issuer" means Blue Moon following completion of the Transaction.

"Resulting Issuer Board" means the board of directors of the Resulting Issuer.

"Resulting Issuer Shares" means the Blue Moon Shares following completion of the Transaction.

"SEDAR+" means the System for Electronic Document Analysis and Retrieval +, available for public view at www.sedarplus.ca.

"Share Compensation Plan" has the meaning set out in Section 7.3(u).

"Side Agreements" means the LNS Side Agreements, the Wheaton Side Agreement, and the Hartree Side Agreement.

"Subscription Receipt Price" has the meaning set out in Section 3.2(b)(i).

"Subscription Receipts" has the meaning set out in Section 3.2(a).

"subsidiary" means an entity that is controlled directly or indirectly by another entity and includes a subsidiary of that subsidiary.

"Superior Proposal Notice" has the meaning set out in Section 3(a) of Schedule "A" to this Agreement.

"Tax Returns" means 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, whether in tangible,

electronic or other form, and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto.

"Taxes" means all material (a) taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, 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 Entity on or in respect of amounts of the type described in clause (a) above or this clause (b).

"Thrane" has the meaning set out in the recitals hereto.

"Transaction" means the purchase and sale of the Purchased Shares and the PoA Purchased Shares and the issuance by Blue Moon of the Consideration Shares in consideration thereof, and the other transactions contemplated by this Agreement.

"Transfer Instructions" means the transfer instructions to the Acceding Nussir Shareholders' and the Nussir PoA Shareholders' securities account operator ("Kontofører") in accordance with Section 4-7 of the Public Limited Companies Act instructing the transfer of the Purchased Shares and the PoA Purchased Shares free and clear of any Encumbrances, in the form attached as Schedule 1 to the Nussir PoA, which form is incorporated into, and forms part of, this Agreement.

"TSXV" or the **"Exchange"** means the TSX Venture Exchange.

"Unit Share" has the meaning set out in Section 3.2(a).

"Units" has the meaning set out in Section 3.2(a).

"US\$" and "\$" means the lawful currency of the United States of America.

"VPS" means the Norwegian Central Securities Depository (Norwegian: *Verdipaprisentralen*).

"Wheaton Side Agreement" means the right of first refusal agreement between Blue Moon and Wheaton Precious Metals International Ltd., dated December 18, 2024.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Gender and Number** – In this Agreement, unless the context requires otherwise, any reference to gender includes all genders and words importing the singular number only include the plural and vice versa.
- (b) **Headings, etc.** – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings and a table of contents are provided for convenience only and do not affect the construction or interpretation of this Agreement.

- (c) **Including** – In this Agreement, the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.
- (d) **Performance on Holidays** – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.
- (e) **References to Persons** – Unless the context otherwise requires, any reference in this Agreement to a Person includes its heirs, administrators, executors and other legal representatives, successors and permitted assigns.
- (f) **References to this Agreement** – The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement as a whole and not to any particular section or portion of it.
- (g) **Schedules** - The schedules attached hereto are incorporated herein by reference and form an integral part of this Agreement.
- (h) **Statutory References** – Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it and all applicable guidelines, bulletins or policies made in connection with it and which are legally binding, in each case as it or they may have been, or may from time to time be, amended or re-enacted.
- (i) **Time** – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.
- (j) **Time Periods** – Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Toronto time) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Toronto time) on the next succeeding Business Day.
- (k) **Several Liability** – Each of the representations, warranties and covenants given by the Nussir Acceding Shareholders in this Agreement shall be on a several, and not joint and several or joint, basis. Subject to Schedule A, any liability by the Nussir Acceding Shareholders in respect of any breach (or alleged) breach of any representation and warranty contained herein shall be based on the pro-rata liability split set out in column D of Schedule "D".

SECTION 2 PURCHASE AND SALE OF SHARES

2.1 Purchase and Sale

- (a) Subject to the terms and conditions of this Agreement, each Nussir Acceding Shareholder, agrees to sell, assign and transfer to Blue Moon, and Blue Moon agrees to purchase and receive from each Nussir Acceding Shareholder, all of the Nussir Shares owned by it, each at the Closing Date.
- (b) Subject to the terms and conditions of this Agreement, each Nussir PoA Shareholder has agreed, pursuant to the terms of the Nussir PoAs, to sell, assign and transfer to Blue Moon, and Blue Moon agrees to purchase and receive from each Nussir PoA Shareholder, all of the Nussir Shares owned by them, each at the Closing Date.
- (c) The aggregate purchase price payable for all Nussir Shares shall be equal to approximately NOK618.4 million (the value agreed upon in the Letter of Intent for the acquisition of 100% of the Nussir Shares), pro rated based on the aggregate number of Purchased Shares and the PoA Purchased Shares to be acquired pursuant to this Agreement (the "**Aggregate Purchase Price**"), subject to a minimum price per Nussir Share of NOK 4.25 (the "**Minimum Price**").

- (d) As soon as possible following Closing, Blue Moon may commence forced transfer proceedings under Norwegian law to acquire those Nussir Shares not acquired as at Closing, in accordance with section 4-25 of the Norwegian Public Limited Liability Act.

2.2 Amount and Allocation of Purchase Price at Closing

- (a) Blue Moon shall satisfy its obligation to deliver the Aggregate Purchase Price to the Nussir Acceding Shareholders and the Nussir PoA Shareholders by issuing to each Nussir Acceding Shareholder and each Nussir PoA Shareholder, at the Closing Time, Consideration Shares at a deemed price of NOK 4.25 per Nussir Share (which is equivalent to C\$0.30 per Consideration Share, using the Exchange Rate), resulting in an aggregate of a maximum of 258,354,601 Consideration Shares (on the basis of 1.775633 Consideration Shares per Nussir Share and assuming the exchange of 100% of the Nussir Shares), such aggregate number of Consideration Shares to be reduced pro rata should the Nussir Shares held by the Nussir Acceding Shareholders and the Nussir PoA Shareholders be less than 100% of the outstanding Nussir Shares. The allocation of the Aggregate Purchase Price and the Consideration Shares between the Nussir Shareholders will be made in accordance with Schedule "E" hereto.
- (b) No fractional Consideration Shares will be issued or delivered to the Nussir Acceding Shareholders or the Nussir PoA Shareholders. Instead, the number of Consideration Shares issued to each Nussir Acceding Shareholder or Nussir PoA Shareholder will be rounded down to the nearest whole number.

SECTION 3 CONCURRENT TRANSACTION AND CONCURRENT FINANCING

3.1 Concurrent Transaction

- (a) The Parties acknowledge that concurrent with completion of the Transaction, Blue Moon shall use its best efforts to complete the Concurrent Transaction. In connection therewith, Blue Moon, NSG and the NSG Shareholders have executed the NSG Letter of Intent which, among other things, provides that Blue Moon shall, subject to the terms and conditions of a definitive agreement dated the date hereof with Blue Moon, NSG and the NSG Shareholders (the "**NSG Definitive Agreement**"), the NSG Shareholders shall sell, and Blue Moon shall purchase therefrom, an aggregate of 4,356 NSG Shares, representing 100% of the issued and outstanding securities of NSG, for the following aggregate purchase price:
 - (i) 56,080,000 Blue Moon Shares issuable to the NSG Shareholders pro rata based (with each Blue Moon Share issued at a deemed price equal to the Subscription Receipt Price), which, includes for greater certainty, 56,080,000 Blue Moon Shares issuable in respect of an aggregate of 4,356 NSG Shares issued and outstanding;
 - (ii) US\$3 million in cash payable to NSG, of which US\$1.5 million will be paid upon receipt by NSG of the discharge permit for the NSG Property and US\$1.5 million will be paid upon receipt by NSG of the operating permit for the NSG Property; and
 - (iii) an entitlement to appoint one nominee to the Resulting Issuer Board (subject to Section 4.1).
- (b) Nussir has the right, acting reasonably and without delay, to approve the terms of the NSG Definitive Agreement (as well as any other documentation relating to the Concurrent Transaction) prior to it being agreed and signed by any party thereto.
- (c) The Parties acknowledge and agree that completion of the Concurrent Transaction is a condition to the Closing.

3.2 Concurrent Financing

- (a) As set forth in the Letter of Intent, prior to completion of the Transaction, Blue Moon is required to complete a financing (the “**Concurrent Financing**”) to raise gross proceeds of a minimum of C\$30 million (the “**Minimum Proceeds**”) but not more than C\$50 million (the “**Maximum Proceeds**”), subject to the Over-Allotment Option, by way of issuing units (each, a “**Unit**”), with each Unit comprised of one Blue Moon Share (a “**Unit Share**”) and nine subscription receipts, each of which will convert into one Resulting Issuer Share upon satisfaction of the Escrow Release Conditions (each, a “**Subscription Receipt**”).
- (b) In connection with the foregoing, Blue Moon confirms and the other Parties acknowledge that:
- (i) on December 19, 2024, Blue Moon completed one tranche of the Concurrent Financing (the “**First Tranche**”) by issuing 10,000,031 Units at a price of \$3.00 (10% of the price per Unit was allocated to the Unit Share and 90% of the price per Unit was allocated to the Subscription Receipt (the “**Subscription Receipt Price**”)), for aggregate gross proceeds of C\$30,000,093;
 - (ii) the First Tranche was (and, any subsequent tranche of the Concurrent Financing, will be (each, if any, a “**Subsequent Tranche**”)), conducted by way of a brokered private placement, co-led by Cormark Securities Inc. and Scotia Capital Inc. on behalf of a syndicate of investment dealers (the “**Agents**”);
 - (iii) subject to Section 3.2(c), the proceeds allocated to the Unit Shares issued in the First Tranche were (and, in any Subsequent Tranche, will be) released to Blue Moon to be used for general corporate purposes and advancement of the Blue Moon Property, along with costs related to the Transaction and the Concurrent Transaction, and will not be returned to the subscribers in the event the Escrow Release Conditions are not met;
 - (iv) the Escrowed Proceeds will be held in escrow pending satisfaction of the Escrow Release Conditions;
 - (v) Blue Moon agreed to pay to the Agents a commission equal to 6.0% of the gross proceeds from the Concurrent Financing (subject to reduced commission in respect of certain president’s list subscribers), 50% of which was, in respect of the First Tranche (and, in respect of any Subsequent Tranche, will be), placed in escrow (the “**Escrowed Commission**”) and comprise part of the Escrowed Proceeds;
 - (vi) provided that the Escrow Release Conditions are satisfied or waived (where permitted) prior to 5:00 p.m. (Toronto time) on the Outside Date, the Escrowed Commission will be released to the Agents from the Escrowed Proceeds, the balance of the Escrowed Proceeds will be released to or as directed by Blue Moon, and the Subscription Receipts will automatically convert into Resulting Issuer Shares, without payment of any additional consideration or further action on the part of the subscribers;
 - (vii) if the Escrow Release Conditions are not satisfied by the Outside Date, the Escrowed Proceeds, together with interest earned thereon, will be returned to the holders of the Subscription Receipts and such Subscription Receipts will be cancelled;
 - (viii) Blue Moon may, but is not obligated to, nor is it a condition of Closing, complete one or more Subsequent Tranches of the Concurrent Financing up to the Maximum Proceeds at any time prior to January 15, 2025;
 - (ix) the Agents have been granted the option, exercisable up to 48 hours prior to closing of a Subsequent Tranche to sell up to an additional 15% of the Units sold pursuant to the

Concurrent Financing for additional proceeds of up to 15% of the Maximum Proceeds (the “**Over-Allotment Option**”); and

- (x) Blue Moon has entered into the Side Agreements with certain subscribers to the Concurrent Financing, pursuant to which Blue Moon may issue additional securities of Blue Moon under certain circumstances.
- (c) Blue Moon and Nussir agree that the use by Blue Moon of any of the non-Escrowed Proceeds shall be subject to the pre-approval of Nussir, acting reasonably and without delay, other than in respect of any commission, cost and expense payable in connection with the Concurrent Financing; provided that the foregoing restrictions on the use of the non-Escrowed Proceeds shall immediately terminate and be of no force or effect if the Transaction is not completed by the Outside Date.

SECTION 4 BOARD AND MANAGEMENT OF RESULTING ISSUER

4.1 Board of Directors

The Resulting Issuer Board shall, on Closing, comprise Maryse Belanger, 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 Resulting Issuer Board, with such nominee to be nominated at the next annual meeting of the holders of Resulting Issuer Shares. Pursuant to the Side Agreements, LNS AS and Hartree Partners, LP will each have an entitlement to appoint one nominee to the Resulting Issuer Board, with such nominees to be appointed at the next annual meeting of the holders of the Resulting Issuer Shares. The Resulting Issuer Board shall not exceed nine (9) directors.

4.2 Management

Management of the Resulting Issuer shall be mutually determined by Blue Moon, Nussir and NSG, but at a minimum shall include Christian Kargl-Simard as Chief Executive Officer and Frances Kwong as Chief Financial Officer, Oystein Rushfeldt as Country Manager, Norway, and Alexander Krogh as Head of Norway Finance.

SECTION 5 ACCESS TO INFORMATION

5.1 Access to Information

- (a) Each of Blue Moon and Nussir and their respective 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. Subject to Section 6, 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 or termination of this Agreement each of Blue Moon and Nussir 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.

SECTION 6 REPRESENTATIONS AND WARRANTIES

6.1 General

- (a) The representations and warranties included in this Agreement will not survive completion of the Transaction and will expire and be terminated on the earlier of Closing and the date on which this Agreement is terminated in accordance with its terms.
- (b) Notwithstanding anything to the contrary in this Agreement, no Party shall be entitled to seek or claim any form of compensation, reimbursement, damages, or similar relief from any other Party in connection with information or documentation disclosed in the Nussir Data Room (in the case of the representations and warranties given by Nussir and the Nussir Shareholders in this Agreement) or the Blue Moon Data Room (in the case of the representations and warranties given by Blue Moon in this Agreement). 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.
- (c) Representations and warranties in this Agreement which are qualified by the knowledge, belief or awareness of a Party or where any statement in this Agreement 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: (i) the Nussir Group having made all reasonable enquiries of Oystein Rushfeldt and Alexander Krogh; (ii) in the case of the Blue Moon Group, having made all reasonable enquiries of Patrick McGrath, Frances Kwong and Christian Kargl-Simard; and (iii) any Nussir Acceding Shareholder that is not an individual, the directors, managers, trustees or other equivalent decision-making body of such Person.
- (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 6.2 (in the case of the Nussir Group), Section 6.3 (in the case of the Nussir Acceding Shareholders) and Section 6.4 (in the case of Blue Moon). Each Party confirms to each other Party that it is not aware of any breaches by any Party of any of the representations and warranties given by it in this Agreement.
- (e) Blue Moon acknowledges that, as a matter of Norwegian Law, Nussir cannot be held liable for any claim under this Agreement resulting from or relating to a breach of any representations and warranties given by Nussir in this Agreement in Section 6.2. Without limitation to the foregoing, the Acceding Nussir Shareholders have agreed to be liable to Blue Moon for any claim arising from a breach of the representations and warranties set out in Sections 6.2 and 6.3, subject to Section 1.2(k) and Section 5 of Schedule "A".

6.2 Representations and Warranties Regarding the Nussir Group

Subject to Section 6.1, (i) each of the Nussir Acceding Shareholders severally (and not jointly and severally or jointly) represents and warrants to Nussir and Blue Moon; and (ii) Nussir, in reliance on the foregoing, represents and warrants to and in favour of Blue Moon, in each case as follows and acknowledges that Blue Moon is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) Each of Nussir and Nussir Subsidiary 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 Nussir 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 Nussir Group. Other than the Nussir Subsidiary, Nussir does not and for the last five (5) years has not owned any interests in any subsidiaries. Nussir is the sole

beneficial and registered owner of all of the issued and outstanding shares and interests in the capital of the Nussir Subsidiary with good and marketable title thereto, free and clear of all Encumbrances, all such shares so owned by Nussir 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 Nussir of this Agreement and the performance by Nussir 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 Nussir or its subsidiaries;
 - B. any statute, regulation, judgment, decree or Law to which any member of the Nussir Group is subject or bound; or
 - C. any contract, agreement, licence or permit to which any member of the Nussir Group is bound or is subject to or of which a member of the Nussir Group is the beneficiary;

in each case, which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Nussir;
 - (ii) give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness owing by any member of the Nussir 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 Nussir;
 - (iii) result in the creation or imposition of any Encumbrance upon any of the property or assets of any member of the Nussir Group or restrict, hinder, impair or limit the ability of a member of the Nussir Group to conduct the business of the Nussir 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 Nussir;
 - (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 Nussir Group; or
 - (v) subject to Section 6.2(p), 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 Nussir Group or increase any benefits otherwise payable under any pension, compensation or benefits plan of any member of the Nussir Group or result in the acceleration of the time of payment or vesting of any such benefits.
- (c) Other than pursuant to this Agreement, 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 Nussir Group and there are no active areas of mutual interest provisions or areas of exclusion in any contracts binding upon the Nussir Group or otherwise to which the assets of the Nussir Group are subject.
- (d) Subject to Norwegian Law:

- (i) Nussir has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Nussir as contemplated by this Agreement and to carry out the obligations thereof under this Agreement and such other agreements and instruments. The Nussir Board has authorized Nussir to proceed with the Transaction on and subject to the terms and conditions set out herein. The Nussir Board has recommended the Transaction to the Nussir Shareholders in a board meeting held on **[redacted due to sensitive information]**.
- (ii) the execution and delivery of this Agreement have been authorized by all necessary corporate action of Nussir and this Agreement constitutes a valid and binding obligation of Nussir to carry out its obligations hereunder, including, without limitation, the obligation of the Nussir Board to use commercially reasonable efforts to seek to obtain the Nussir Shareholder Approval, 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) Nussir has not entered into any agreement that would entitle any person to any valid claim against Nussir 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 Agreement.
- (f) Subject to Section 6.2(p), Nussir is not obligated to pay any severance payments or termination payments to any directors, officers or employees in connection with the Transaction or otherwise.
- (g) Nussir is not subject to any cease trade or other order of any applicable stock exchange or securities regulatory authority and, to the knowledge of Nussir, no investigation or other proceedings involving Nussir which may operate to prevent or restrict trading of any securities of Nussir are currently in progress or pending before any applicable stock exchange or securities regulatory authority.
- (h) The Nussir Financial Statements were prepared in accordance with Norwegian generally accepted accounting principles, as defined by the Norwegian GAAP at the relevant time applied on a consistent basis, and in each case fairly present in all material respects the consolidated financial position, results of operations and cash flows of the Nussir Group as of the dates thereof and for the periods indicated therein. There have been no material changes in Nussir's accounting policies since September 30, 2024.
- (i) The cash balance of the Nussir Group is approximately **[redacted due to sensitive information]** as of the date hereof.
- (j) Except: (i) as disclosed or reflected in the Nussir 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 Agreement, Nussir 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 Nussir as of the date hereof.
- (k) Since September 30, 2024: (i) the Nussir Group has conducted its business in the ordinary course of business consistent with past practice, except for the transactions contemplated by this Agreement, (ii) there has been no Material Adverse Effect and (iii) to the knowledge of the Nussir Group, no director, officer, employee or auditor of the Nussir 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 Nussir Group or their respective internal accounting controls.

- (l) Since November 1, 2021, other than in respect of the Transaction, no entity in the Nussir 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 Nussir 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 Nussir Group).
- (m) There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or, to the knowledge of Nussir, threatened against any member of the Nussir 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 Nussir, threatened against any member of the Nussir Group or in respect of any of its assets or property.
- (o) The authorized share capital of Nussir consists of an unlimited number of ordinary shares without nominal or par value. As of the date hereof, there are 145,500,000 Nussir Shares issued and outstanding, there are no Nussir Shares reserved for issuance, and there are no Nussir 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 Nussir.
- (p) Other than the obligations payable upon completion of the Transaction, all of which have been disclosed in the Nussir Data Room, there are no payments owing or that will become owing as a result of the Transaction to directors, officers or employees of the Nussir 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), which shall not exceed **[redacted due to sensitive information]**.
- (q) The Nussir Technical Report complied in all material respects with the requirements of JORC at the time of preparation thereof and the Nussir Technical Report reasonably presented the quantity of mineral reserves attributed to the Nussir Property as the date stated therein based upon information available at the time the Nussir Technical Report was prepared, and to Nussir'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 Nussir Technical Report remains current. All material information regarding the Nussir Property, including all drill results, technical reports and studies, has been disclosed to Blue Moon.
- (r) The Nussir Group holds the Nussir Permit free and clear of any material Encumbrances. For these purposes, the **"Nussir Permit"** means collectively the following licenses, each issued by the Norwegian Directorate of Mining:

[redacted due to sensitive information]
- (s) Nussir Mineral Rights and Nussir Mineral Property.
 - (i) Other than the Nussir Permit, Nussir does not own any other mineral concessions, claims, leases, licenses, permits, access rights, interests in real property, including fee simple estates, leases, surface rights, rights of way, easements or licenses;
 - (ii) Nussir and the Nussir Subsidiary are the legal and/or beneficial owner of all right, title and interest in and to the Nussir Permit pursuant to valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, and no member of the Nussir Group is in default of any of the material provisions of the Nussir Permit nor has any such default been alleged;

- (iii) The Nussir Permit has been properly located and recorded in compliance with applicable Laws;
 - (iv) The Nussir Permit is in good standing under applicable Laws, all assessment work required to be performed and filed under the Nussir Permit has been performed and filed, all related taxes and other payments have been paid and all related filings have been made;
 - (v) The Nussir Permit is sufficient to permit the operation of the respective businesses of the Nussir Group as presently conducted, and no member of the Nussir Group has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the Nussir Permit;
 - (vi) There is no material adverse claim against or challenge to the title of Nussir or of its subsidiaries, or their respective ownership of, the Nussir Permit;
 - (vii) The employees, agents and representatives of the Nussir Group have free and unrestricted access to the Nussir Group's properties and have not been prevented or restrained in any manner from exercising their rights of access;
 - (viii) The Nussir Group has the exclusive right to deal with the Nussir Permit;
 - (ix) No other person has any interest in the Nussir Permit or the production from any of the underlying properties or mineral deposits or any right to acquire any such interest;
 - (x) There are no back-in rights, earn-in rights, rights of first refusal or similar provisions that would affect the interest of the Nussir Group in the Nussir Permit; and
 - (xi) No member of the Nussir Group has received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke or materially amend any of their respective interests in any of the Nussir Permit and, to the knowledge of the Nussir Group, there is no reasonable basis to expect that such a revocation or material amendment of any of their respective interests in the Nussir Permit may occur.
- (t) Each member of the Nussir 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 Nussir 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 Nussir or any of its subsidiaries.
- (u) None of the Nussir Group and, to the knowledge of Nussir, 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 Entity, authority or instrumentality in Norway, Canada, the United States and other jurisdictions in which the Nussir 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 Laws, rule or regulation of any locality.

- (v) Nussir 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 Nussir are registered in the VPS.
- (w) The information and statements contained in this Agreement are true and correct in all material respects constitute full, true and plain disclosure of all material facts relating to Nussir and the Nussir 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, for purposes of clarity, save for what is disclosed in the Nussir Data Room.
- (x) Taxes.
 - (i) The Tax Returns required by applicable Laws to be filed with any Governmental Entity by, or on behalf of, Nussir 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) Nussir and each of its subsidiaries have paid, or have collected, withheld and remitted to the appropriate Governmental Entity 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 Nussir 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 Nussir 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 Entity in a jurisdiction where Nussir or any of its subsidiaries does not file Tax Returns that Nussir 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 Nussir 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 Nussir 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 Entity is necessary for the execution and delivery by Nussir of this Agreement, the performance by Nussir of its obligations hereunder and the completion by Nussir 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 Nussir.

- (z) No member of the Nussir 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 Nussir or the Nussir Subsidiary, as applicable.
- (aa) No member of the Nussir 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 Nussir Group, in the Nussir Financial Statements.
- (bb) There are (i) no material weaknesses over financial reporting of Nussir that could reasonably be expected to adversely affect Nussir'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 Nussir. Since November 1, 2021, Nussir has received no: (i) complaints from any source regarding accounting or auditing matters; or (ii) expressions of concern from employees of Nussir regarding questionable accounting or auditing matters.
- (cc) There are no outstanding loans made by Nussir to any director or officer of Nussir or any other related party (as defined in MI 61-101).
- (dd) There is no intercompany indebtedness between Nussir and the Nussir Subsidiary.
- (ee) Except for: (i) liabilities, obligations, commitments and contingencies that are specifically presented in the Nussir 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 Nussir 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 Nussir 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 Nussir Material Contracts are in full force and effect, and the Nussir Group is entitled to all rights and benefits thereunder in accordance with the terms thereof. Nussir has made available to Blue Moon for inspection true and complete copies of all Nussir Material Contracts and no such Nussir Material Contract has been modified, rescinded or terminated. All of the Nussir Material Contracts are valid and binding obligations of Nussir 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 Nussir Group, or, to the knowledge of Nussir, 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 Nussir Material Contract and the Nussir Group has not received or given any notice of default under any Nussir Material Contract which remains uncured, and, to the knowledge of Nussir, 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 Nussir Material Contract or the inability of a party to any Nussir Material Contract to perform its obligations thereunder.

- (ii) The Nussir Group has not received any notice (whether written or oral) that any party to a Nussir Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with the Nussir Group, and to the knowledge of Nussir, no such action has been threatened.
- (jj) Neither the entering into of this 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 Nussir Material Contracts.
- (kk) The Nussir 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 Nussir Property and assets comply in all material respects with all applicable environmental Laws.
- (ll) No member of the Nussir Group is subject to any material, actual, liability or, to the knowledge of Nussir, potential or contingent liability relating to (a) any remedial action, or (b) non-compliance with environmental Laws; to the knowledge of Nussir, the Nussir Property is not listed on any list of sites requiring remedial action issued by any Governmental Entity nor proposed for listing on any such list.
- (mm) The Nussir 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 Nussir, there are no hazardous substances at, in, on, under or migrating to or from any portion of the Nussir Property in excess of applicable limits pursuant to environmental Laws or which could reasonably be expected to result in material liability of the Nussir Group; the Nussir 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 Nussir Group.
- (nn) No member of the Nussir Group has received nor have they been advised that they will receive from any person or Governmental Entity 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 Nussir Group, no part of the Nussir Property is subject to any enforcement action by any Governmental Entity.
- (oo) No member of the Nussir 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 Nussir Group or the Nussir Property have been provided to the Blue Moon in the Nussir 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 Nussir Group that he, she or they object to or intend to object to:
 - (i) the grant or legitimacy of any of the Nussir Permit; or
 - (ii) the right of the Nussir Group to explore, develop, mine or process ore or minerals from the Nussir Property, including any surface, water or power rights.
- (rr) All insurance policies of the Nussir Group are disclosed in the Nussir Data Room and are in full force and effect. All premiums due and payable under all such policies have been paid and the Nussir Group is otherwise in compliance in all material respects with the terms of such policies. No member of the Nussir 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 Nussir Group.

- (ss) The corporate records and minute books of the Nussir 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. True and complete copies of all such corporate records and minute books since November 1, 2021 are included in the Nussir Data Room, except that (i) where the Transaction or other similar transactions have been discussed by the Nussir Board, the discussions relating to same have been redacted from the corporate records and minute books in the Nussir Data Room; and (ii) the minute books in the Nussir Data Room do not include the minutes of the meetings of the Nussir Board held on **[redacted due to sensitive information]**, but the details of which have been disclosed to Blue Moon in the Nussir Data Room.
- (tt) The Nussir Group does not own or possess any intellectual property rights including any patents, copyrights, trade secrets, trademarks, service marks or trade names.
- (uu) Subject to Section 6.2(p), no member of the Nussir 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) Nussir Employees or (iii) Nussir Contractors;
 - (ii) any collective bargaining agreements or similar agreements;
 - (iii) any threatened or, to the knowledge of Nussir, pending union organizing activities involving any Nussir 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 Nussir 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 Nussir or the Nussir 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 Nussir 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 Nussir or the Nussir Subsidiary, or (ii) any present or former Nussir Employee.
- (vv) No Nussir Employees or former employees of Nussir and the Nussir Subsidiary is or has been, during employment with Nussir and the Nussir Subsidiary, an illegal or undocumented worker. All Nussir Employees and former employees, and Nussir 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 Nussir or the Nussir Subsidiary and Nussir and the Nussir Subsidiary have not been reassessed in any material respect under such legislation during the past three years and no audit of Nussir or of the Nussir Subsidiary is currently being performed pursuant to any applicable workers' compensation

legislation. There are no claims or, to the knowledge of Nussir, potential claims which may materially adversely affect Nussir or the Nussir Subsidiary's accident cost experience.

- (xx) The Nussir 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 Nussir, threatened claims, complaints, investigations or orders under any such Laws and, to the knowledge of Nussir, 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 Nussir Group, including any entitlements owed to any holder of any options convertible into common shares of Nussir.
- (zz) Subject to Section 6.2(p), no person will, as a result of any of the transactions contemplated herein, including a change of control of Nussir or of the Nussir Subsidiary, become entitled to (i) any retirement, severance, termination, retention, bonus or other similar payment from Nussir or the Nussir Subsidiary, (ii) the acceleration of the vesting or the time to exercise of any outstanding stock option, warrants or employee or director awards of Nussir, (iii) the forgiveness or postponement of payment of any indebtedness owing by such person to Nussir or the Nussir 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 Nussir or the Nussir Subsidiary.
- (aaa) Each Nussir Contractor has been properly classified by the Nussir Group as an independent contractor and no member of the Nussir Group has received any notification from any Governmental Entity challenging the classification of such Nussir Contractor.
- (bbb) The aggregate value of assets of the Nussir Group in Canada and gross revenues from sales in, from or into Canada generated from the Nussir 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 Nussir 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.

6.3 Representations and Warranties of the Nussir Acceding Shareholders

Subject to Section 6.1, each of the Nussir Acceding Shareholders severally (and not jointly and severally or jointly) 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 Agreement:

- (a) This Agreement has been duly authorized, executed and delivered by it and is, or will be at the time of Closing, a legal, valid and binding obligation of the it, enforceable against it in accordance with its terms.
- (b) If it is not an individual, it is validly existing under the Laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement 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) It authorizes Nussir to enter into this Agreement and carry out its obligations herein.
- (d) The execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if it is not an individual, result in a breach or violation of its Articles or by-laws (or the jurisdictional equivalent) (or other constating documents of) or of any resolutions of the directors or shareholders of it, or (ii) violate any provision of any applicable Laws or regulation or any judicial or administrative order, award, judgment or decree applicable to it.
- (e) It is the registered and beneficial owner of that number of Nussir Shares as the case may be, set forth opposite its name in Schedule "B", free and clear of all Encumbrances (noting that for purposes of clarity, Blue Moon is aware of a ROFR in 6,346,262 Nussir Shares owned by Monial which will not be triggered by the Transaction), and it does not own any other securities of Nussir.
- (f) Subject to the ROFR, none of the Nussir Shares held by it 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 Nussir Shares, and other than as set forth herein, there is no power of attorney or proxy that remains effective to any Person with respect to all or any portion of its Nussir Shares.
- (g) No consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Entity with jurisdiction over it is required to be obtained by it in connection with the execution and delivery of this Agreement or the consummation by it of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement 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 it from performing its obligations under this Agreement.
- (h) It is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any Governmental Entity that restricts or impairs the ability of it to enter into this Agreement and consummate the Transaction contemplated herein.
- (i) It is "non-resident" under the meaning of the Income Tax Act (Canada).
- (j) It acknowledges that 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 Agreement is being made in reliance on applicable exemptions.
- (k) The receipt of the Blue Moon Shares by it 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; or (ii) any registration or other obligation on the part of Blue Moon.
- (l) To its knowledge, no representation or warranty of it 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, for purposes of clarity, save for what is disclosed in the Nussir Data Room.

6.4 Representations and Warranties Regarding the Blue Moon Group

Subject to Section 6.1, Blue Moon represents and warrants to and in favour of Nussir and the Nussir Acceding Shareholders as follows and acknowledges that Nussir and the Nussir Acceding Shareholders are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) Each of Blue Moon and the Blue Moon Subsidiary 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 Agreement and the performance by Blue Moon 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 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;
 - (ii) 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;
 - (iii) 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
 - (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 Blue Moon 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 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) Other than pursuant to this Agreement or the Side Agreements, 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 Agreement and all other agreements and instruments to be executed by Blue Moon as contemplated by this Agreement and to carry out the obligations thereof under this Agreement and such other agreements and instruments. 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 Agreement have been authorized by all necessary corporate action of Blue Moon and this Agreement constitutes a valid and binding obligation of Blue Moon to carry out its obligations hereunder, including, if applicable, to obtain the Blue Moon Shareholder Approval, 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 Nussir 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 Agreement, other than with respect to the Concurrent Financing.
- (g) Blue Moon is not obligated to pay any severance payments or termination payments to any directors, officers or employees 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) The Blue Moon Financial Statements were prepared in accordance with IFRS at the relevant time applied on a consistent basis, 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 **[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 Agreement (including in respect of the Concurrent Transaction, the Concurrent Financing, and the Side Agreements), 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 Agreement (including the Concurrent Transaction, the Concurrent Financing, and the Side Agreements), (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) Since November 1, 2021, other than with respect to the Transaction, the Concurrent Transaction and the Side Agreements, 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 par value. As of the date hereof, there are 63,254,086 Blue Moon Shares outstanding (which includes, for greater certainty, 10,000,000 Blue Moon Shares comprising part of the Units issued in respect of the Concurrent Financing), there are no Class "A" preferred shares or Class "B" preferred shares 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 pursuant to the Concurrent Transaction, the LNS Equity Investment Agreement, the Hartree Side Agreement, the outstanding Blue Moon Convertible Securities to acquire an aggregate of 3,590,000 Blue Moon Shares (consisting of 1,815,000 outstanding stock options, 1,400,000 outstanding deferred share units and 375,000 outstanding restricted share units) and 90,000,000 Subscription Receipts comprising part of the Units issued in respect of the Concurrent Financing. Schedule "C" to this Agreement sets out a complete and correct list of all outstanding Blue Moon 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 Blue Moon Convertible Security and the names of the holders of such Blue Moon 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 obligations payable upon completion of the Transaction, all of which have been disclosed in the Blue Moon Data Room, 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 Blue Moon Technical Report complied in all material respects with the requirements of National 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 Nussir.

- (s) Except as disclosed in 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) other than pursuant to the Side Agreements, 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 Entity 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 Entity, 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 Nussir. 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 Agreement 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, for purposes of clarity, save for what is disclosed in the Blue Moon Data Room.
- (aa) Taxes.
 - (i) All material Tax Returns required by applicable Laws to be filed with any Governmental Entity 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.
 - (ii) Blue Moon and each of its subsidiaries have paid, or have collected, withheld and remitted to the appropriate Governmental Entity 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.
 - (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 Blue Moon 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 Entity 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.
 - (v) There are no liens for Taxes on the assets of Blue Moon 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 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 Entity is necessary for the execution and delivery by Blue Moon of this Agreement, 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, except in the Ordinary Course of business.
- (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; (ii) liabilities and obligations incurred in the Ordinary Course of business consistent with past practice since September 30, 2024 and which are not material; and (iii) pursuant to the Side Agreements, 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) Except pursuant to the Side Agreements, 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 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 Nussir 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 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 Entity 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 Entity 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 Entity;
- (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 Nussir 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. True and complete copies of all such corporate records and minute books since November 1, 2021 are included in the Blue Moon Data Room, except that (i) where the Transaction, the Concurrent Transaction, the Concurrent Financing, the Side Agreements or other similar transactions have been discussed by the Blue Moon Board, the discussions relating to same have been redacted from the corporate records and minute books in the Blue Moon Data Room; and (ii) the minute books in the Blue Moon Data Room do not include the minutes of the meeting of the Blue Moon Board held on November 22, 2024, but the details of which have been disclosed to Nussir in the Blue Moon Data Room.
- (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) Other than as disclosed in the Blue Moon Data Room, 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) Blue Moon Employees or (iii) 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 Entity 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.

SECTION 7 COVENANTS

7.1 Covenants of Nussir

Nussir hereby covenants and agrees with Blue Moon as follows:

- (a) Nussir 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 Nussir and Blue Moon, respectively, to complete the Transaction.
- (b) Concurrent with the execution of this Agreement, Nussir shall provide to Blue Moon, on behalf of the Nussir PoA Shareholders, irrevocable powers of attorney (each a “**Nussir PoA**”), governed under Norwegian law, pursuant to which such Nussir PoA Shareholders (A) have agreed to transfer their Nussir Shares to Blue Moon pursuant to the Transaction (being the PoA Purchased Shares), the details of which such Nussir PoA Shareholders and PoA Purchased Shares are set forth in Schedule “B” hereto) and (B) appointed Øystein Rushfeldt and Alexander Krogh (each an “**Attorney**”), or another person individually appointed by any of them as an Attorney, an irrevocable power of attorney to, among other things:
 - (i) complete, sign and issue the Transfer Instructions;
 - (ii) enter into a closing slip (*Norwegian: Sluttseddel*), also governed under Norwegian law, on Closing of the Transaction to document the share transfer to Blue Moon or a wholly-owned subsidiary thereof, on behalf of the Nussir PoA Shareholders (the “**PoA Process**”), which closing slips shall consist of only the following information: (A) the names of the Nussir PoA Shareholder and the buyer (i.e. Blue Moon or a wholly-owned subsidiary thereof), (B) the date of the share transfer (C) the consideration (i.e. the number of Resulting Issuer Shares to be issued to the Nussir PoA Shareholder), (D) any closing mechanics required to transfer the shares in VPS, (E) the number of Nussir Shares being transferred and (F) any other information required under applicable Canadian rules in order to register the Resulting Issuer Shares in the names of such Nussir PoA Shareholder (the “**Closing Slip**”); and
 - (iii) take all actions reasonably required to receive the Resulting Issuer Shares on behalf of the Nussir PoA Shareholder.
- (c) Nussir shall continue to use its commercially reasonable efforts to ask Nussir Shareholders who are not Nussir Acceding Shareholders or Nussir PoA Shareholders to complete the PoA Process as described in Section 7.1(b) and for greater certainty, any such Nussir Shareholders who complete the PoA Process shall thereafter constitute Nussir PoA Shareholders for the purposes of this Agreement, and all Nussir Shares held by such Nussir PoA Shareholders shall constitute PoA Purchased Shares for all purposes of this Agreement.
- (d) If required by the TSXV as a condition of approving the Transaction, Nussir will restate and/or reconcile the Nussir Financial Statements in accordance with such TSXV requirements prior to the Outside Date.
- (e) Nussir will restate and/or reconcile the Nussir Technical Report in order to be compliant with the NI 43-101 as a condition of TSXV approval of the Transaction by January 22, 2025.

- (f) Although the current understanding of the Parties is that the Blue Moon Shareholder Approval is not required under Canadian law or by the TSXV, in the event that Blue Moon is required under Canadian law or by the TSXV to obtain the Blue Moon Shareholder Approval by convening the Blue Moon Meeting and preparing the Blue Moon Circular:
 - (i) Nussir shall prepare and provide to Blue Moon on a timely basis all financial statements required of Nussir by applicable Canadian securities Laws in connection with the preparation by Blue Moon of pro forma financial statements required by applicable Laws to be included in the Blue Moon Circular.
 - (ii) Nussir will provide to Blue Moon, in a timely manner, all information as may be reasonably requested by Blue Moon with respect to Nussir and its directors and officers for inclusion in the Blue Moon Circular and any amendments or supplements thereto.
- (g) **[Redacted due to sensitive information]**
- (h) Nussir will endeavour to assist with the Concurrent Transaction.
- (i) Nussir 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 Agreement or as consented to in writing by Blue Moon.
- (j) Nussir 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 Nussir 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.
- (k) Nussir shall not, and shall cause its subsidiaries not to, except as provided for in this Agreement, 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 constating documents; (ii) declare, set aside or pay any dividend or other distribution or payment in respect of any of the shares of Nussir or of any other member of the Nussir Group; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of Nussir, or Nussir Convertible Securities or in each case of any other member of the Nussir Group; (iv) redeem, purchase or otherwise acquire any of the outstanding shares of Nussir or other securities of Nussir or in each case of any other member of the Nussir Group or amend or modify the terms of any of its or their securities; (v) split, combine or reclassify any of the shares of Nussir or of any other member of the Nussir Group; (vi) reduce its stated capital or the capital of any other member of the Nussir Group; (vii) sell, pledge, lease, licence, dispose of or otherwise encumber any of the assets of Nussir 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) other than payments to be made to directors of the Nussir Group as annual fees for 2024 (such payments not to exceed NOK 800,000 in aggregate) or in connection with completion of the Transaction and as disclosed in the Nussir Data Room, 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 Nussir 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.

- (l) Nussir will not, and it shall cause its subsidiaries not to, sell, surrender or otherwise dispose of any of the assets of the Nussir Group.
- (m) Nussir will not, and it will cause the Nussir 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.
- (n) Nussir shall promptly advise Blue Moon in writing of any breach by Nussir of any covenant, obligation or agreement of Nussir contained in this Agreement, 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 Nussir from performing their respective obligations under this Agreement or the Transaction.
- (o) Nussir shall promptly notify Blue Moon in writing of any change in any representation or warranty provided by Nussir in this Agreement, which change is or may be of such a nature as to render any representation or warranty misleading, incorrect or untrue.
- (p) Nussir 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.
- (q) Nussir 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.
- (r) Except in the Ordinary Course of business, Nussir and the Nussir 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 Nussir Annual 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;
- (s) Nussir will not, and will not permit the Nussir 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 Nussir Group; or
 - (v) enter into any agreement containing any provision restricting or triggered by the transactions contemplated herein;
- (t) Nussir will not, and will not permit the Nussir Subsidiary to, make any loan to any director of the any of the Nussir Group;
- (u) the Nussir Group will use their commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by the Nussir 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 Nussir Group will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months; and
- (v) Nussir will not, and will cause the Nussir 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 Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material permit necessary to conduct its businesses as now being conducted.

7.2 Covenants of the Nussir Acceding Shareholders

Each of the Nussir Acceding Shareholders hereby severally (and not jointly and severally or jointly) covenants and agrees with Nussir and Blue Moon as follows:

- (a) the Nussir Acceding Shareholder shall use commercially reasonable efforts to facilitate, act and contribute in such a manner that the Transaction may be completed;
- (b) during the Interim Period, it shall not pledge, transfer or sell any of its Nussir Shares to any Person, unless such other Person agrees in writing to be bound by the terms of this Agreement, in a form satisfactory to Blue Moon and Nussir; and
- (c) on Closing, the Nussir Acceding Shareholder shall transfer its Nussir Shares to Blue Moon;
- (d) the Nussir Acceding Shareholder shall provide any other information required under applicable Canadian rules in order to register the Resulting Issuer Shares in the names of such Nussir Acceding Shareholder, including without limitation, the Transfer Instructions.

7.3 Covenants of Blue Moon

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

- (a) Although the current understanding of the Parties is that Blue Moon Shareholder Approval is not required under Canadian law or by the TSXV, in the event that Blue Moon is required under

Canadian law or by the TSXV, Blue Moon will obtain Blue Moon Shareholder Approval as soon as possible and, if required by the TSXV to obtain this approval at a meeting, convene and hold the Blue Moon Meeting as soon as possible but in any event prior to the Outside Date, for the purpose of approving the issuance of Blue Moon Shares and such other matters (as required under this Agreement or pursuant to Canadian law or the TSXV) pursuant to the Transaction (the “**Blue Moon Resolution**”). Except as otherwise provided in this Agreement, Blue Moon shall not adjourn or otherwise change the timing of the Blue Moon Meeting without the prior written consent of Nussir, such consent not to be unreasonably withheld.

- (b) If Blue Moon Shareholder Approval is required, Blue Moon agrees to:
- (i) solicit proxies in favour of approval of the Blue Moon Resolution and against any resolution submitted by any person that is inconsistent with the Blue Moon Resolution and the completion of the transactions contemplated by this Agreement;
 - (ii) if the Blue Moon Meeting is necessary to obtain such approval, consult with Nussir in fixing the date of the Blue Moon Meeting and the record date hereof, given notice to Nussir of the Blue Moon Meeting and allow the Representatives of Nussir to attend the Blue Moon Meeting;
 - (iii) promptly advise Nussir at such times as Nussir may reasonably request and at least 10 Business Days prior to the Blue Moon Meeting as to the aggregate tally of the proxies received by Blue Moon in respect of the Transaction; and
 - (iv) Blue Moon shall, as promptly as reasonable practicable, prepare, in consultation with Nussir, the Blue Moon Circular (or, if the TSXV permits the Blue Moon Shareholder Approval to be by way of written consents of Blue Moon Shareholders, such form of written consent), together with any other documents required by applicable Laws or the rules of the TSXV in connection with the approval of the Blue Moon Resolution and cause such Blue Moon Circular to be mailed to the Blue Moon Shareholders and filed with applicable regulatory authorities. Blue Moon shall ensure that the Blue Moon Circular: (i) provides Blue Moon Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them; and (ii) complies in all material respects with all applicable Laws and, without limiting the generality of the foregoing, shall ensure that the Blue Moon Circular does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than with respect to any information relating solely to and provided by Nussir). Blue Moon agrees that the Blue Moon Circular (or such other documentation as Blue Moon prepares in connection with obtaining written consent of the Blue Moon Shareholders) shall include a statement that the Blue Moon Board has unanimously determined, after receiving financial and legal advice, that the Blue Moon Resolution is in the best interests of Blue Moon and recommend that Blue Moon Shareholders vote in favour of them. Blue Moon shall give Nussir and its legal counsel a reasonable opportunity to review and comment on drafts of the Blue Moon Circular (or such other documentation as Blue Moon prepares in connection with obtaining written consent of the Blue Moon Shareholders) and other related documents, and shall incorporate any reasonable comments made by Nussir and its legal counsel. Blue Moon agrees that all information relating solely to Nussir, the Nussir Group or the directors and officers of Nussir and any information describing the terms of the Transaction must be in a form a content satisfactory to Nussir, acting reasonably.
- (c) Blue Moon shall provide to the Representatives of Nussir copies of all material correspondence with regulatory authorities, including the TSXV, relating to the Transaction. Blue Moon shall give advance notice to Nussir of any proposed call with the TSXV in respect of the Transaction and invite Nussir or its Representatives to join such calls.

- (d) 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 Nussir in applying for and obtaining, the consents, orders and approvals necessary for Blue Moon and Nussir, respectively, to complete the Transaction.
- (e) Blue Moon shall not, and shall cause its subsidiaries not to, except as provided for in this Agreement, the Concurrent Financing (as contemplated in this Agreement), the Concurrent Transaction (as contemplated in this Agreement), the Side Agreements, or in strict compliance with the terms set forth in Schedule "A", without prior consultation with and the consent of Nussir, 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 Blue Moon Convertible Securities 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; (iv) split, combine or reclassify any of the shares of Blue Moon or of any other member of the Blue Moon Group; (v) reduce its stated capital or the capital of any other member of the Blue Moon Group; (vi) sell, pledge, lease, licence, dispose of or otherwise encumber any of the assets of Blue Moon Group; (vii) 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; (viii) 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; (ix) 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; (x) enter into or amend any agreements, arrangements or transactions with any related party or (xi) pay, discharge or satisfy any material claims, liabilities or obligations, other than in the Ordinary Course of business consistent with past practice.
- (f) Blue Moon shall use commercially reasonable efforts to cause the Blue Moon Shares to be issued to the Nussir Shareholders in connection with the Transaction to be listed on the TSXV.
- (g) **[Redacted due to sensitive information]**
- (h) Blue Moon will, and will cause its subsidiaries to, conduct its business only, and shall not take any action except, in the usual, Ordinary Course of business consistent with past practices, except as contemplated by this Agreement, a Side Agreement or as consented to in writing by Nussir.
- (i) 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.
- (j) 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, except as contemplated by this Agreement, a Side Agreement or as consented to in writing by Nussir.
- (k) Except as contemplated by this Agreement or a Side Agreement, 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.

- (l) Blue Moon shall promptly advise Nussir in writing of any breach by Blue Moon of any covenant, obligation or agreement of Blue Moon contained in this Agreement, 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 Nussir from performing their respective obligations under this Agreement or the Transaction.
- (m) Blue Moon shall promptly notify Nussir in writing of any change in any representation or warranty provided by Blue Moon in this Agreement, which change is or may be of such a nature as to render any representation or warranty misleading, incorrect or untrue.
- (n) Blue Moon shall give Nussir, its legal counsel and financial advisors a reasonable opportunity to review and comment on all material documentation relating to the Concurrent Financing and the Concurrent Transaction (including the NSG Definitive Agreement) and, to the extent practicable, shall incorporate any reasonable comments received in respect thereof prior to finalizing same.
- (o) Blue Moon shall obtain the written consent of Nussir prior to using any of the non-Escrowed Proceeds; provided this obligation will no longer exist if this Agreement is terminated.
- (p) Except in the Ordinary Course of business, or in connection with the Concurrent Transaction or Side Agreements, 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 Annual 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;
- (q) Except in the Ordinary Course of business, or in connection with the Concurrent Transaction or Side Agreements, Blue Moon will not, and will not permit the Blue Moon Subsidiary to, directly or indirectly:
 - (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;
- (r) Blue Moon will not, and will not permit the Blue Moon Subsidiary to, make any loan to any director of the Blue Moon Group;
- (s) 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
- (t) 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 Entity to institute proceedings for the suspension, revocation or limitation of rights under, any material permit necessary to conduct its businesses as now being conducted.
- (u) Blue Moon shall not, and in respect of Blue Moon's share compensation plan dated 12 September 2024 (the "**Share Compensation Plan**"), shall ensure that the "Administrators" (as defined therein) do not, in connection with the Transaction and the other transactions contemplated in this Agreement, permit any adjustments to the securities issued under the Share Compensation Plan without prior written approval of Nussir.
- (v) Blue Moon shall procure that the Blue Moon Board does not adopt any resolutions deeming that a "change of control" (as defined in the employment agreements dated 1 November 2024 of each of Frances Kwong and Christian Kargl-Simard) has occurred as a result of this Transaction or the other transactions contemplated in this Agreement.
- (w) Blue Moon will, as soon as possible following the date hereof, and in any event no later than January 15, 2025, open the Blue Moon VPS account and provide details thereof to Nussir.

SECTION 8 Conditions Precedent

8.1 Mutual Conditions Precedent

The completion of the Transaction shall be subject to the following conditions (the "**Mutual CPs**" and each a "**Mutual CP**") being satisfied prior to Closing and which may be waived only with the consent of Blue Moon, Nussir and the Nussir Acceding Shareholders:

- (a) This Agreement shall not have been terminated in accordance with its terms.
- (b) Receipt of the conditional acceptance of the TSXV for listing of the Resulting Issuer Shares to be issued to the Nussir Acceding Shareholders and the Nussir PoA Shareholders pursuant to the Transaction for trading on the TSXV.
- (c) Receipt of all required approvals and consents for the Transaction, comprising: (i) the Nussir Shareholder Approval (which such Nussir Shareholder Approval shall, for greater certainty, not

have been revoked), and the Blue Moon Shareholder Approval, if and as applicable, (ii) TSXV conditional acceptance, and (iii) any other governmental or regulatory approvals, if applicable.

- (d) The Consideration Shares shall be issued as fully paid and non-assessable common shares in the capital of Blue Moon, free and clear of any and Encumbrances, except with respect to escrow restrictions of the TSXV or applicable securities Laws.
- (e) 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.
- (f) 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.
- (g) 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).

8.2 Conditions Precedent to the Obligations of Nussir and the Nussir Acceding Shareholders

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

- (a) Patrick McGrath shall have provided his resignation as a director of Blue Moon, effective as of Closing.
- (b) The Blue Moon Board shall have approved, effective as of Closing, the appointment of the Nussir Nominees to the Resulting Issuer Board, and the remaining directors of the Resulting Issuer Board shall be Maryse Belanger, Haytham Hodaly and Christian Kargl-Simard.
- (c) Oystein Rushfeldt and Alexander Krogh shall have each entered into employment or consulting agreements with Nussir governed under the laws of Norway on terms satisfactory to each of them, which will take effect as of Closing.
- (d) Christian Kargl-Simard and Frances Kwong shall remain as the Chief Executive Officer and CFO, respectively, of the Resulting Issuer, pursuant to the terms of their existing employment agreements.
- (e) Receipt by Nussir of a title opinion in a form satisfactory to it, acting reasonably, in relation to the Blue Moon Property.
- (f) 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 Agreement in any material respects.

- (g) The representations and warranties of Blue Moon contained in this Agreement 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 Agreement) 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.
- (h) 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.
- (i) Nussir and the Nussir Acceding Shareholders 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 8.2(f), (g) and (h) have been satisfied.

8.3 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) Nussir and each Nussir Acceding Shareholder shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by Nussir and each Nussir Acceding Shareholder, respectively, prior to the completion of the Transaction and shall not have breached any of the terms of this Agreement in any material respect.
- (b) The Blue Moon Nominees shall have been elected or appointed to the board of directors of each member of the Nussir Group, effective as of Closing.
- (c) The representations and warranties of Nussir and the Nussir Acceding Shareholders contained in this Agreement 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 Agreement) 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 Nussir or a Nussir Acceding Shareholder.
- (d) 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 Nussir or a Nussir Acceding Shareholder.
- (e) Blue Moon shall have received a certificate of Nussir signed by a senior officer of Nussir and by the Nussir Acceding Shareholders dated as of Closing certifying that the conditions set out in Sections 8.3(a), (b) and (c) have been satisfied (each in respect of itself only and subject to Norwegian Law).
- (f) Receipt by Blue Moon of a title opinion in a form satisfactory to it, acting reasonably, in relation to the Nussir Property.
- (g) The Nussir PoAs shall not have been terminated.

8.4 Completion Date

The Parties shall use their commercially reasonable 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, unless otherwise agreed by Blue Moon and Nussir, this Agreement shall terminate.

8.5 The Closing

The Closing of the transaction contemplated by this Agreement shall take place remotely via the exchange of documents and signatures on the Closing Date, or at such other place, on such other date and at such other time as may be agreed in writing between Blue Moon and Nussir.

8.6 Deliveries to Nussir, the Nussir Acceding Shareholders and the Nussir PoA Shareholders

At the Closing, Blue Moon will deliver, or cause to be delivered, to Nussir and the Nussir Acceding Shareholders, each of the following:

- (a) certified copies of the resolutions duly adopted by the Blue Moon Board authorizing the execution, delivery and performance of this Agreement, and the other agreements contemplated by this Agreement, and the consummation of all transactions contemplated by this Agreement and the other agreements contemplated by this Agreement;
- (b) payment of the Aggregate Purchase Price payable to the Nussir Acceding Shareholders and the Nussir PoA Shareholders through delivery of certificates or DRS Advices registered to the Nussir Acceding Shareholders and the Nussir PoA Shareholders representing the Consideration Shares issuable thereto, in accordance with the registration instructions set out as Schedule "E";
- (c) evidence of the conditional approval of the Exchange to the listing of the Consideration Shares, as well as clearance by the Exchange of the appointment of the Nussir Nominees to the Resulting Issuer Board, and the completion of the Transaction;
- (d) employment or consulting agreements governed by the laws of Norway between (i) Nussir and Oystein Rushfeldt and (ii) Nussir and Alexander Krogh, on terms satisfactory to each of Mr Rushfeldt and Mr Krogh, respectively, duly signed by Blue Moon;
- (e) the Nussir Nominees shall be satisfied that they will benefit from the same directors' and officers' insurance, indemnity and remuneration packages as provided to other non-executive directors of the Resulting Issuer;
- (f) resignation and release of Patrick McGrath as a director of Blue Moon;
- (g) title opinion in relation to the Blue Moon Property, in a form satisfactory to Nussir, acting reasonably;
- (h) a certificate of good standing of each member of the Blue Moon Group dated no earlier than two Business Days prior to Closing; and
- (i) bring down certificate as set forth in Section 8.2(i);
- (j) a certified copy of the certificate, articles of incorporation and by-laws of each member of the Blue Moon Group;
- (k) a certificate of an officer of Blue Moon certifying the names and signatures of the officers of Blue Moon authorized to sign this Agreement and the other agreements contemplated by this Agreement;

- (l) Closing Slips in respect of the PoA Purchased Shares owned by each of the Nussir PoA Shareholders, countersigned by Blue Moon; and
- (m) such further documents and assurance as may be reasonably required by Nussir or any Nussir Acceding Shareholder in order to consummate the transactions contemplated herein.

8.7 Deliveries to Blue Moon

At the Closing, Nussir, on behalf of the Nussir PoA Shareholders, and each Nussir Acceding Shareholder as the case may be, will deliver to Blue Moon each of the following:

- (a) the Purchased Shares and PoA Purchased Shares to the Blue Moon VPS Account free and clear of any Encumbrances, to the extent practicable, provided that Nussir will use its reasonable efforts to ensure that the PoA Purchased Shares are free and clear of Encumbrances, and copies of the duly completed and signed Transfer Instruction(s) submitted to the relevant account operators to transfer the Purchased Shares and PoA Purchased Shares on Closing;
- (b) duly completed and signed Closing Slips in respect of all of the PoA Purchased Shares owned by the Nussir PoA Shareholders;
- (c) certified copies of the resolutions duly adopted by the Nussir Board authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated by this Agreement, and the consummation of all transactions contemplated by this Agreement and the other agreements contemplated by this Agreement;
- (d) title opinion in relation to the Nussir Property, in a form satisfactory to Blue Moon, acting reasonably;
- (e) register transcript of each member of the Nussir Group dated no earlier than two Business Days prior to Closing;
- (f) bring down certificate as set forth in Section 8.3(e);
- (g) employment or consulting agreements governed by the laws of Norway between (i) Nussir and Oystein Rushfeldt and (ii) Nussir and Alexander Krogh, on terms satisfactory to Blue Moon, duly signed by each of Mr. Rushfeldt and Mr. Krogh;
- (h) resignations and releases from the officers and directors of each member of the Nussir Group, effective from Closing, in connection with which the Blue Moon Nominees shall have been elected to the boards of each member of the Nussir Group, provided that the Blue Moon Nominees, immediately upon election, shall also resolve to discharge, to the fullest extent permissible under Norwegian law, all resigning board members and officers of the Nussir Group from any and all liability arising out of any and all actions take by such board members and officers in such board members' and officers' capacity as such;
- (i) the minute books of each member of the Nussir Group;
- (j) a certified copy of the articles of association of each member of the Nussir Group;
- (k) a certificate of an officer of Nussir certifying the names and signatures of the officers of Nussir authorized to sign this Agreement and the other agreements contemplated by this Agreement; and
- (l) such further documents and assurance as may be reasonably required by Blue Moon in order to consummate the transactions contemplated herein.

8.8 Reasonable Best Efforts; Further Assurance

- (a) Upon the terms and subject to the conditions set out in this Agreement, and without limiting any other provision hereof, each of Nussir and Blue Moon and each Nussir Acceding Shareholder (in respect only of its obligations hereunder) will use its commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done, and assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as practicable, the transactions, including:
 - (i) making any further filings and responding to any inquiries under any applicable Laws;
 - (ii) seeking any consent, approval or authorization from, and giving any notice to, any Person that is required as a result of the execution, delivery and performance by the Parties of this Agreement and the consummation of the transactions contemplated hereby;
 - (iii) defending any Claim, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby; and
 - (iv) executing and delivering any additional instruments or documents necessary to consummate the transactions contemplated by, and to fully carry out and document the intent of, this Agreement.
- (b) After Closing, Nussir and Blue Moon and each Nussir Acceding Shareholders (in respect only of its obligations hereunder) will take all actions, execute and deliver all further documents and do all other acts and things as the other may reasonably request to carry out and document the intent of this Agreement and the other transaction documents in connection with consummation of the transactions contemplated hereby.

SECTION 9 ADDITIONAL COVENANTS

9.1 Personal Information

Each Nussir Acceding Shareholder acknowledges and agrees that this Agreement require the Nussir Acceding Shareholder to provide certain personal information to Nussir, Blue Moon and their respective counsel. Such information is being collected by Nussir, Blue Moon and their respective counsel for the purposes of completing the Transaction described herein, which includes, without limitation, preparing and registering DRS advices representing the Resulting Issuer Shares to be issued to the Nussir Acceding Shareholder and completing filings required by any stock exchange (including the TSXV), securities commission or securities regulatory authority or taxation authorities. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. Each Nussir Acceding Shareholder agrees that the Nussir Acceding Shareholder's personal information may be disclosed by Nussir, Blue Moon or their respective counsel to: (a) stock exchanges (including the TSXV), securities commissions or securities regulatory authorities; (b) Blue Moon's registrar and transfer agent; (c) taxation authorities; and (d) any of the other parties involved in the Transaction, including legal counsel, and may be included in record books in connection with the Transaction. By executing this Agreement, each Nussir Acceding Shareholder is deemed to be authorizing and consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Nussir Acceding Shareholder's personal information as set forth above. Each Nussir Acceding Shareholder also consents to the filing of copies or originals of any of the Nussir Acceding Shareholder's documents described in this power of attorney as may be required to be filed with any stock exchange (including the TSXV), securities commission or securities regulatory authority in connection with the transactions contemplated hereby. If a Nussir Acceding Shareholder has any questions about the collection and use of the personal information and/or the security regulatory authority's or regulator's indirect collection of the personal information, such Nussir Acceding Shareholder hereby acknowledges and agrees that the Nussir Acceding Shareholder has been notified to contact the securities regulatory

authority or regulator at FOI Inquiries, British Columbia Securities Commission, P.O. Box 10142, Pacific Centre, 701 West Georgia Street, Vancouver, British Columbia V7Y 1L2, Inquiries: (604) 899-6854, Toll free in Canada: 1-800-373-6393, Facsimile: (604) 899-6581, Email: FOI-privacy@bcsc.bc.ca.

9.2 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 Nussir securities (including, for greater certainty, the Nussir Acceding Shareholders and the Nussir PoA Shareholders) and in addition to the statutory four month and one day hold period prescribed by Canadian securities Laws, subscribers in the Concurrent Financing and/or holders of securities of Nussir 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; provided however that for purposes of clarity, any escrow imposed pursuant to this Agreement or by the TSXV shall not prohibit the holders of such escrowed Resulting Issuer Shares from voting their shares or receiving any distributions or dividends by the Resulting Issuer or participating in any merger transactions or take-over bids, in each case, to which the Resulting Issuer is subject, and any escrow agreements required to be signed by the holders of the Resulting Issuer Shares shall be in a form satisfactory to them, acting reasonably.

9.3 Acquisition Proposal and Termination Fee

Blue Moon, Nussir and the Nussir Acceding Shareholders agree to be bound by the covenants and provisions set forth in Schedule "A".

9.4 Public Announcement

Blue Moon and Nussir agree to make a joint press release with respect to execution of this Agreement as soon as practicable after the date of Agreement and to otherwise coordinate the public disclosure and presentations made by them with respect to the Transaction. Blue Moon and Nussir 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 Blue Moon or Nussir is required by Applicable Law or regulatory instrument, rule or policy to make a public announcement or make any other public filing 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.

SECTION 10 CONFIDENTIALITY

10.1 Confidentiality

- (a) If at any time Blue Moon or Nussir 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) Blue Moon and Nussir acknowledge and agree that they shall continue to be bound by 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, and Representatives thereof will) hold in confidence and not disclose to any other Person, nor make any use of any non-public knowledge, information or other material in whatsoever form or howsoever communicated relating, directly or indirectly, to any other Party hereto and obtained in connection with the Transaction contemplated in this Agreement (including the existence of this Agreement), 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 Agreement.
- (d) Except with the prior written consent of the applicable Party, each of the Parties hereto and their respective Representatives will hold all information received from another 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 (other than in respect of an electronic copy maintained on an automatic back-up system, provided such information is not readily accessible, and provided further that its confidentiality shall be maintained), in the event that the transactions provided for in this Agreement 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 Agreement.

SECTION 11 Termination

11.1 Termination

Subject to Section 11.2 and Schedule "A" to this Agreement, if applicable, this Agreement may be terminated at any time prior to the Outside Date:

- (a) by mutual written consent of Nussir, Blue Moon and the Nussir Acceding Shareholders;
- (b) by either Blue Moon or Nussir, in its sole discretion, by providing written notice to the other Party, if:
 - (i) any Law or judgment of a Governmental Entity of competent jurisdiction makes the completion of the Transaction or any of the other the transactions contemplated by this Agreement 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; or
 - (iii) any Mutual CP has not been satisfied by the Outside Date (or by such earlier date as indicated in the Mutual CP) except that the right to terminate this Agreement under this Section 11.1(b)(iii) shall not be available to any 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;
- (c) 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 Nussir of the Blue Moon Termination Payment required to be paid pursuant to Section 7 of Schedule "A"; or

- (ii) if the Nussir Board 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", subject to the Nussir Board Limitation; 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;
- (d) by Nussir:
- (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 Nussir Termination Payment required to be paid pursuant to Section 4 of Schedule "A"; or
 - (ii) if the Blue Moon Board shall have withdrawn or modified in a manner adverse to Nussir its approval or recommendation of the Transaction in accordance with Section 2(b)B of Schedule "A"; or
 - (iii) if any Nussir CP has not been satisfied on or by the Outside Date (unless waived by Nussir), provided that failure to satisfy any Nussir CP shall not have been caused directly or indirectly by any member of the Nussir Group.

For purposes of clarity, in the event of termination of this Agreement pursuant to Sections 8.4(a) and (b), 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 Agreement (which, for purposes of clarity, shall be subject to the limitations set out in Section 6 and Section 9, respectively, of Schedule "A").

11.2 Cure Provisions

If any of Blue Moon, Nussir or any Nussir Acceding Shareholder determines at any time prior to the Outside Date that it intends to refuse to complete the transactions contemplated hereby because of any unfilled or unperformed Blue Moon CP, Nussir CP or Mutual CP, such Party will so notify the other Parties forthwith upon making such determination in order that the other Parties 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. None of Blue Moon, Nussir or the Nussir Acceding Shareholders may elect not to complete the transactions contemplated hereby pursuant to the Mutual CPs, the Blue Moon CPs or the Nussir 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 Parties 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 Parties, as applicable, are proceeding diligently to cure such matter, if such matter is capable of being cured, the Party giving such notice may not terminate this Agreement as a result thereof until the earlier of the Outside Date and the expiration of a period of 10 Business Days from such notice.

11.3 Effect of Termination

If this Agreement is terminated pursuant to Sections 8.4, 11.1, or 11.2, it shall become void and of no further force and effect without liability of any Party to any other Party other than in respect of prior breaches hereof. In the event of such termination, each of this Section 11.3, as well as Section 9.4, Section 10, Section 11, and the provisions of Schedule "A" shall survive.

11.4 Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) 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.
550-220 Bay Street,
Toronto, Ontario M5J 2W4
Canada

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

in the case of notice to Nussir:

Nussir ASA
Sjøgata 6, 9.600 Hammerfest
Norway

Attn: Oystein Rushfeldt
Email: **[Redacted due to personal information]**

in the case of notice to the Nussir Acceding Shareholders, to:

Monial AS
Attn: Mr. Halvor Holta
Dicks vei 12, 1366 Lysaker, Norway
Email: **[Redacted due to personal information]**

and

Baker Steel Resources Trust Ltd.
c/o Baker Steel Capital Managers
34 Dover Street
London W1S 4NG
United Kingdom
Attention: T. Isnardi
Email: **[Redacted due to personal information]**

and

Antaeus AS
Attn: Mr. Øystein Rushfeldt
Øvre Tollevikvei 28
9511 Alta, Norway
Email: **[Redacted due to personal information]**

and

Nils Christian Thrane
Attn: Mr. Nils Christian Thrane
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).

11.5 Costs and Expenses

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 the Letter of Intent and all legal and accounting fees and disbursements relating to preparing this Agreement or otherwise relating to the transactions contemplated herein.

11.6 Governing Law

This 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.

11.7 Successors; Assignment

This Agreement 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 Agreement will be permitted without the consent of the other Parties. Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that, subject to prior agreement by Nussir, Blue Moon and the Nussir Acceding Shareholders, each acting reasonably, following Closing, the Nussir 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), and that the subsidiary will be capitalized in a manner and form acceptable to Nussir and Blue Moon, each acting reasonably.

11.8 Severability

If any particular provision of this Agreement 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 Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.9 Amendment; Waiver

This Agreement may be amended or modified only by a separate agreement in writing signed by each of Blue Moon, Nussir and each of the Nussir Acceding Shareholders. No act or failure to act or delay in the

enforcement of any right by any Party hereunder constitutes a waiver of any right by such Party under this Agreement, and any such act, failure to act or delay does not constitute an approval of or acquiescence in any breach or continuing breach by a Party under this Agreement except as expressly agreed to in writing; and no waiver of any breach of any provision of this Agreement constitutes a waiver of any proceeding, continuing or succeeding breach of such provisions or of any other provision of this Agreement.

11.10 Remedies Cumulative

Unless otherwise specified and subject in all respects to Schedule "A", the rights and remedies of a Party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that Party and, unless otherwise specified, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

11.11 Independent Legal Advice

Each of the Parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges that it has had the opportunity to seek, and was not prevented or discouraged by any other party to this Agreement or person from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if such party did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

11.12 Third Parties

Unless otherwise specified, this Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties, the Nussir PoA Shareholders and the other Nussir Shareholders who have not signed this Agreement, in each case and their respective successors and permitted assigns. No Person other than the Parties, the Nussir PoA Shareholders and the other Nussir Shareholders who have not signed this Agreement, will be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties reserve their right to vary or rescind, at any time and in any way whatsoever, the rights, if any, granted by or under this Agreement to any Person who is not a Party, other than a Nussir PoA Shareholder, without notice to or consent of that Person.

11.13 Entire Agreement

This Agreement, the Confidentiality Agreement, the Nussir PoAs, the Transfer Agreements and the agreements to be entered into pursuant hereto and thereto constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and the agreements to be entered into pursuant hereto and thereto and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including, for greater certainty, the Letter of Intent and the Accession Agreement. There are no representations, warranties, covenants, conditions (including any condition to Closing) or other agreements or obligations, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement and the agreements to be entered into pursuant hereto and thereto, except as specifically set forth herein and therein and the Parties have not relied and are not relying on any other information (including as known to a Party or that any Party is aware is known to any other Party), discussion or understanding in entering into and completing the transactions contemplated by this Agreement and the agreements to be entered into pursuant hereto and thereto.

11.14 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts (including counterparts by electronic transmission), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by electronic transmission of an executed

counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

BLUE MOON METALS INC.

By: "*Christian Kargl-Simard*"

Name: Christian Kargl-Simard

Title: Chief Executive Officer

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

NUSSIR ASA

By: "Øystein Rushfeldt"

Name: Øystein Rushfeldt

Title: Chief Executive Officer

By: "Vidar Run Låte"

Name: Vidar Run Låte

Title: Chair

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

MONIAL AS

By: *"Halvor Holta"*

Name: Halvor Holta

Title: Chairman of the Board

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

ANTAEUS AS

By: "Øystein Rushfeldt"

Name: Øystein Rushfeldt

Title: Chairman of the Board

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

**BAKER STEEL CAPITAL MANAGERS LP FOR
AND BEHALF OF BAKER STEEL RESOURCES
TRUST LIMITED**

By: "Trevor Steel"

Name: Trevor Steel

Title: Managing Partner

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

"Nils Christian Thrane"

NILS CHRISTIAN THRANE

SCHEDULE "A"

ACQUISITION PROPOSAL, TERMINATION PAYMENT AND EXPENSE PAYMENT

1. Acquisition Proposal and Superior Proposal

- (a) **"Acquisition Proposal"** means, with respect to Nussir 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 Nussir 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) **"Other Party"** means: (i) with respect to Blue Moon, Nussir; and (ii) with respect to Nussir, Blue Moon;
- (c) **"Superior Proposal"** means a bona fide written Acquisition Proposal made by a third party with whom Blue Moon or Nussir, 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 Nussir, as the case may be, or more than 50% of the common shares of Blue Moon or Nussir, 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 Nussir 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 Nussir 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 Nussir 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 Nussir 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 Nussir 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 Nussir or Blue Moon, only if Blue Moon Shareholder Approval is required, 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 Nussir Board, as applicable, or any committee thereof of this Agreement 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 Nussir 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 Agreement; 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 Agreement:

- A. The Blue Moon or the Nussir 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 Agreement 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 Nussir 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 Agreement shall prohibit the Blue Moon Board or the Nussir 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 Nussir 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. The foregoing provisions of this subparagraph B shall not relieve either Party from its obligation to, if required by Law: (i) proceed to call and hold a special meeting of its shareholders, and (ii) to hold the vote on the Blue Moon Resolutions, if required, or to seek to obtain the Nussir Shareholder Approval, as applicable; except in circumstances where the Agreement is terminated in accordance with the terms hereof.
 - D. Nothing contained in this Section 2 shall prohibit the Blue Moon Board or the Nussir Board, as applicable, from distributing a management information circular (or, in the case of Nussir, 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 Nussir 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.
 - E. Nothing contained in this Section 2 or in any other provisions in this Agreement shall prohibit Blue Moon from considering and conducting due diligence activities in respect of other potential accretive transactions, provided that Blue Moon is required to disclose full details of such activities to Nussir (and the associated costs thereof) and seek Nussir's prior written consent should Blue Moon wish to take any actions in respect of such transactions other than such consideration and due diligence.
- (c) From and after the date of the Agreement, 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 Agreement. 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 Agreement 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 Nussir 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 Nussir 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 Nussir 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. In the event that Blue Moon provides the Nussir with a Superior Proposal Notice on a date that is less than seven Business Days prior to the Blue Moon Meeting, if any, or written approval of the Blue Moon Resolution, if any, Blue Moon may and shall, at the request of Nussir, adjourn such meeting or approval to a date that is not less than five Business Days and not more than 15 days after the date of the Superior Proposal Notice. If disclosure in connection with the Blue Moon Meeting, if applicable, has been provided to the Blue Moon Shareholders prior to the expiry of the five Business Day period set forth in this Section 3(a) and, during such period, Nussir requests in writing that the Blue Moon Meeting proceed, unless otherwise required by applicable Law, Blue Moon shall continue to take all reasonable steps necessary to hold the Blue Moon Meeting and to cause the Blue Moon Resolution to be approved or otherwise obtain written approval of the Blue Moon Resolution, as the case may be, and to the extent applicable.
- (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 Agreement, 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 Agreement as the Other Party deems appropriate and as would enable the Transaction to proceed. The Blue Moon Board or the Nussir 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 Agreement 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 Nussir 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 Nussir) 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. Nussir Termination Payment

In the event that Nussir enters into an agreement to effect an Acquisition Proposal that is a Superior Proposal in accordance with Section 3 of this Schedule "A", or, where Nussir has previously provided a Recommendation, it 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, Nussir shall pay to Blue Moon, contemporaneous with entry into of such agreement or withdrawal or Change in Recommendation, an aggregate amount in cash of \$2,000,000 (the "**Nussir Termination Payment**") in immediately available funds as a termination payment.

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

In the event that Blue Moon terminates this Agreement pursuant to Section 11.1(c)(iii) and none of the Nussir Termination Payment, the Blue Moon Termination Payment or Blue Moon Expense Payment is otherwise payable in accordance with this Schedule "A", then an aggregate amount in cash of \$100,000 (the "**Nussir 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 Agreement under Section 11.1(c)(iii) as a result of the Blue Moon CP set forth in Section 8.3(b) failing to be satisfied, subject to Section 11.2, the Nussir Expense Payment shall become payable only by the Nussir Acceding Shareholders in accordance with the apportionment of liability set out in column D of Schedule "D" and Blue Moon shall not be entitled to bring a Claim against any other person, including Nussir, in relation to such purported breach or for payment of the Nussir Expense Payment. Where Blue Moon terminates this Agreement pursuant to Section 11.1(c)(iii) as a result of any Blue Moon CP set forth in Section 8.3 (other than the Blue Moon CP set forth in Section 8.3(b)) failing to be satisfied, the Nussir Expense Payment shall become payable only by Nussir (and not by any Nussir Acceding Shareholders). Subject to the foregoing, in no event shall Blue Moon be able to bring a Claim for (or receive) payment of any portion of the Nussir Expense Payment from Nussir and any Nussir Acceding Shareholder for the same or a related matter. The Parties further agree that an amount equal to the Nussir Expense Payment, if any, will constitute the totality of wrongful termination payments that Blue Moon would be entitled to recover in the event that Nussir purported to terminate this Agreement and Blue Moon disputed such termination, whether under this Agreement or otherwise.

6. Blue Moon Liquidated Damages

Nussir and each of the Nussir Acceding Shareholders acknowledges that each of the Nussir Termination Payment, if any, and the Nussir 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 Nussir Termination Payment or any Nussir Expense Payment pursuant to this Schedule "A", Blue Moon shall have no further Claim against Nussir or the Nussir Acceding 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 Nussir or a Nussir Acceding Shareholder 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 Nussir Termination Payment, a Nussir Expense Payment and specific performance.

Nussir and each of the Nussir Acceding Shareholders 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" or, where Blue Moon has previously provided a Recommendation, it withdraws its Recommendation or makes a Change of Recommendation in respect of the Transaction, then, provided that the Nussir Termination Payment and Nussir Expense Payment are not otherwise payable, Blue Moon shall pay to Nussir, contemporaneous with entry into of such Agreement or withdrawal or Change in Recommendation, an aggregate amount in cash of \$2,000,000 (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 Nussir terminates this Agreement pursuant to Section 11.1(d)(iii) and none of the Blue Moon Termination Payment, the Nussir Termination Payment or Nussir Expense Payment is otherwise payable in accordance with this Schedule "A", then Blue Moon shall pay to Nussir an aggregate amount in cash of \$100,000 (the "**Blue Moon Expense Payment**") in immediately available funds as reimbursement for fees and expenses incurred by Nussir in connection with the Transaction. The Parties further agree that an amount equal to the Blue Moon Expense Payment, if any, will constitute the totality of wrongful termination payments that Nussir would be entitled to recover in the event that Blue Moon purported to terminate this Agreement and Nussir disputed such termination, whether under this Agreement or otherwise.

9. Nussir 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 Nussir and the Nussir 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 Nussir of any Blue Moon Termination Payment or any Blue Moon Expense Payment pursuant to this Schedule "A", Nussir shall have no further Claim against Blue Moon in respect of the failure to complete the Transaction. Nothing in this Schedule "A" shall preclude Nussir 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 Nussir 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 Nussir Termination Payment as well as the Nussir Expense Payment (or either of them more than once) and in no event shall Nussir be entitled to receive the Blue Moon Termination Payment as well as the Blue Moon Expense Payment (or either of them more than once).

SCHEDULE "B"

**SHAREHOLDINGS OF ACCEDING NUSSIR SHAREHOLDERS AND NUSSIR POA
SHAREHOLDERS**

Nussir Acceding Shareholders

[Redacted due to sensitive information]

Nussir PoA Shareholders

[Redacted due to sensitive information]

SCHEDULE "C"

LIST OF OUTSTANDING SECURITIES OF BLUE MOON

Capitalization Summary as of December 19, 2024

	Number
Share issued and outstanding	53,254,086
Options	1,815,000
DSU	1,400,000
RSU	375,000
	<u>56,844,086</u>

Stock Options

Grant Date	First Name	Last Name	Director / Officer	# of Stock Options	Exercise Price	Weighted Price	Expiry Date	Vested
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[Redacted due to personal information]

Deferred Share Units

Grant Date	First Name	Last Name	Director/Officer	# of DSUs
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[Redacted due to personal information]

Restricted Share Units

Grant Date	First Name	Last Name	Director/Officer	# of RSUs	Deemed Price	Weighted Price	Expiry Date
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[Redacted due to personal information]

SCHEDULE D

APPORTIONMENT OF LIABILITY OF NUSSIR ACCEDING SHAREHOLDERS IN THE EVENT OF A BREACH OF REPRESENTATION OF WARRANTY

[Redacted due to sensitive information]

SCHEDULE E

**ALLOCATION OF PURCHASE PRICE, CONSIDERATION SHARES AND REGISTRATION
INSTRUCTIONS**

[Redacted due to personal information]