

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made effective the 13th day of June, 2025.

AMONG:

KENADYR METALS CORP., a corporation existing under the laws of the Province of British Columbia and having an office located at Suite 1430, 800 West Pender St., Vancouver, British Columbia V6C 2V6

(hereinafter referred to as the “**Purchaser**”)

- and -

EXPLORACIONES MARGARITA, S.A. DE C.V., a corporation existing under the laws of Mexico and having an office located at Hacienda Salaices 67, Colonia Villa Quietud, Código Postal 04960, Alcaldía Coyoacán, Ciudad de México (hereinafter referred to as the “**Target**”)

-and-

INFINITUM COPPER CORP., a corporation existing under the laws of the Province of British Columbia and having an office located at Suite 1100, 1111 Melville Street, Vancouver, British Columbia V6E 3V6 (hereinafter collectively referred to as, the “**Shareholder**”)

WHEREAS

- A. The Shareholder is the legal and beneficial owners of all shares in the capital of Target, representing all but one of the issued and outstanding common shares in the capital stock of Target (the “**Target Shares**”) as set out in Schedule “A”;
- B. The Target holds 80% interest in a mineral exploration property located in in the Municipality of Alamos, State of Sonora and the Municipality of Choix, State of Sinaloa, Mexico as its sole business and operations; and
- C. The Purchaser has agreed to purchase the Target Shares in accordance with the terms and conditions set forth in this Agreement (the “**Transaction**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms will have the following meanings:

- (a) “**Agreement**” means this share purchase agreement as the same may be supplemented or amended from time to time;
- (b) “**Anti-Dilution Period**” has the meaning set forth in Section 2.03;
- (c) “**Anti-Dilution Right**” has the meaning set forth in Section 2.03;
- (d) “**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions completed hereby;
- (e) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (f) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia, Canada;
- (g) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (h) “**Closing Date**” means the date that is three (3) Business Days following the satisfaction or waiver of all conditions precedent to Closing (other than any condition which by its nature may not be satisfied until the Time of Closing), or such other date as agreed between the Purchaser and the Shareholder;
- (i) “**Common Shares**” means common shares in the capital of the Purchaser;
- (j) “**Consideration Shares**” has the meaning set forth in Section 2.02;
- (k) “**Coplau**” means Minera Coplau, S.A. de C.V.;
- (l) “**Corporate Records**” means the corporate records of a corporation, including: (i) its notice of articles, articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (m) “**Disclosed**” means, fairly disclosed in writing to the other parties prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (n) “**Encumbrances**” means all interests, mortgages, charges, royalties, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or however arising and any rights or privileges capable of becoming any of the foregoing;
- (o) “**Exemption**” has the meaning set forth in Section 2.04(a);
- (p) “**Governmental Authority**” means any: (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department,

court, tribunal, commission, board or agency, domestic or foreign; or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including the TSXV or the NEX;

- (q) “**JV Agreement**” means the joint venture agreement entered into among Minaurum Gold Inc., Minaurum Mexico, the Shareholder, and the Target, dated January 17, 2024, pursuant to which a joint venture was formed in connection with the Target Property;
- (r) “**JV Party**” means a party to the JV Agreement;
- (s) “**Indigenous Group**” means any indigenous, first nation, native or aboriginal group, tribal council, band council, or other indigenous organization in Mexico in terms of the ILO Convention 169 and Article Second of the Political Constitution of Mexico, including any ejido or community duly recognized as an indigenous group;
- (t) “**laws**” means all laws, statutes, official norms, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (u) “**Material Adverse Effect**” means, in respect of any party, any change, event, effect or occurrence that is, individually or in aggregate, material and adverse to the business, properties, assets, liabilities (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 and material joint ventures taken as a whole, other than any change, effect, event or occurrence:
 - (i) relating to the general economic conditions, global political conditions or securities markets in general;
 - (ii) relating to a change in the market trading price of publicly traded securities of that party, either:
 - (A) related to this Agreement and the Transaction or the announcement thereof, or
 - (B) 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 (i), (ii), (iii), (iv), (v) or (vi) hereof;
 - (iii) relating to any of the principal markets served by that party’s business generally or shortages or price changes with respect to products used or sold by that party;
 - (iv) relating to currency exchange rates;
 - (v) relating to any generally applicable change in Applicable Laws or regulations (other than orders, judgments or decrees against that party any of its subsidiaries and material joint ventures) or in accounting standards; or

- (vi) attributable to the announcement or pendency of this Agreement or the Transaction, or otherwise contemplated by or resulting from the terms of this Agreement,

provided, however, that such effect referred to in clause (i), (ii), (iii), (iv) or (vi) above does not primarily relate only to (or have the effect of primarily relating only to) that party and its subsidiaries and material joint ventures, taken as a whole, or disproportionately adversely affect that party and its subsidiaries and material joint ventures taken as a whole, compared to other companies of similar size operating in the industry in which that party and its subsidiaries and material joint ventures operate;

- (v) “**Material Contract**” means any contract to which a person is a party and which is material to such person, including any contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$20,000, whether payable in one payment or in successive payments; (iii) that relates to a material Permit or a material Surface Agreement, or an agreement with an Indigenous Group; (iv) that includes change of control provisions; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (w) “**material fact**” has the meaning ascribed to such term in the *Securities Act* (British Columbia);
- (x) “**Mexican Governmental Royalties**” means mining Taxes payable in accordance with articles 268 and 270 of the Mexican Federal Duties Law (*Ley Federal de Derechos*), which provides that: (i) a special mining duty (*derecho especial sobre minería*) is payable on an annual basis equal to 8.5% of the sales income generated by minerals extracted from a mining concession minus the authorized deductions and (ii) an extraordinary mining duty (*derecho extraordinario sobre minería*) is payable on an annual basis equal to 1% of the sales income of gold, silver or platinum minerals.
- (y) “**Mexican Mining Duties**” means mining Taxes payable in accordance to the Mexican Mining Laws with Article 263 of the Mexican Federal Duties Law (*Ley Federal de Derechos*) which provides a mining duty (*derecho sobre minería*) payable on a semi-annual basis calculated based on the size of the relevant mining concession and its seniority;
- (z) “**Mexican Mining Duties Owed**” means the Mexican Mining Dutes owed with respect to the Target Concessions corresponding to first and second semester of 2024 and first semester of 2025;
- (aa) “**Mexican Assignment Agreement**” has the meaning set forth in Section 3.05, paragraph (e);
- (bb) “**Mexican Option Agreement**” means the exploration with option to purchase mining concessions agreement entered into, by and between the Target and Minaurum Mexico dated February 22, 2023, pursuant to which among other agreements, Minaurum Mexico granted an option to acquire 80% (eighty) percent interest and title in and to the Target Property; which agreement was governed by Mexican Laws and filed for recordation with the PRM (pending registration);

- (cc) “**Mexican Pending Registration Proceedings**” has the meaning set forth in Section 3.05, paragraph (f);
- (dd) “**Maximum Additional Share Distribution Amount**” has the meaning set forth in Section 2.03;
- (ee) “**Minaurum Mexico**” means Minaurum Gold, S.A. de C.V.;
- (ff) “**misrepresentation**” has the meaning ascribed to such term in the *Securities Act* (British Columbia);
- (gg) “**NEX**” refers to the board of the TSXV known as “NEX” and governed by the NEX policy of the TSXV;
- (hh) “**Ordinary Course**” means, with respect to an action taken (or omission to take any action) by a party, that such action or omission is consistent in nature and scope with the past practices of such party and is taken in the ordinary course of the normal day-to-day operations of the business of such party;
- (ii) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, Ejidos, Comunidades and other kind of social entities, legal representative of the Crown or any agency or instrumentality thereof;
- (jj) “**PRM**” means the Mexican Public Registry of Mines;
- (kk) “**Proceeding**” means any suit, claim, action, charge, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination, enquiry, investigation or other proceeding commenced, brought, conducted or heard by or before, any Governmental Authority;
- (ll) “**Public Record**” means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on the System for Electronic Document Analysis and Retrieval (SEDAR+);
- (mm) “**Purchaser Financial Statements**” has the meaning set forth in Section 5.01(m);
- (nn) “**Release Schedule**” has the meaning set forth in Section 2.04(e);
- (oo) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notice, directions and rulings issued or adopted by the applicable securities regulatory authority, as amended;
- (pp) “**Shareholder**” has the meaning set forth in the first page of this Agreement;
- (qq) “**Target Concessions**” means the mining concessions located in the Municipality of Alamos, State of Sonora and the Municipality of Choix, State of Sinaloa, Mexico, as further described in Schedule “B” hereto;

- (rr) “**Target Permits**” means all permits, including environmental Permits, licenses, concessions, franchises, approvals, authorizations, registrations, certificates, and similar rights obtained, or required to be obtained, from Governmental Authorities for the exploration and development of the Target Property, as further described in Schedule “B” hereto;
- (ss) “**Target Property**” means mining property known as “La Adelita” comprising the Target Concessions, the Target Permits, the Target Surface Rights and other related assets that are held by the Target to conduct its business and operation;
- (tt) “**Target Surface Rights**” means all real property, either leased or owned, agreements, contracts, easements, rights-of-way, authorizations, occupations, bailments, and other approvals either written or verbal, obtained by any person before or after the date of this Agreement and necessary or desirable for Access and use the Surface where the Target Property is located, as further described in Schedule “B” hereto;;
- (uu) “**Taxes**” means any and all taxes, imposts, levies, withholdings, duties, including the Mexican Mining Duties and Mexican Governmental Royalties, fees, premiums, assessments and other charges of any kind, however denominated and instalments or advance payments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority;
- (vv) “**Target Shares**” has the meaning set forth in the recitals of this Agreement;
- (ww) “**Time of Closing**” means 6:30 a.m. (Vancouver time) on the Closing Date, or such other time as agreed between the Purchaser and the Shareholder;
- (xx) “**Transaction**” has meaning set forth in the recitals to this Agreement; and
- (yy) “**TSXV**” means the TSX Venture Exchange.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only will include the plural and vice versa; words importing the use of any gender will include all genders and words importing persons will include natural persons, firms, trusts, partnerships and corporations.

1.05 Capitalized Terms

All capitalized terms used in any Schedule or Disclosure Letter have the meanings ascribed to them in this Agreement, unless otherwise indicated.

1.06 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.07 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.08 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference will be deemed to be International Financial Reporting Standards.

1.09 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of the Chief Executive Officer and Chief Financial Officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of Target” (or similar expressions) will be deemed to mean the actual knowledge of the Chief Executive Officer, the Chief Financial Officer, or any member of the board of directors of the Target, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (c) Any reference herein to “the knowledge of the Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the Chief Executive Officer, the Chief Financial Officer, and any member of the board of directors of the Shareholder, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.10 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule “A”	Shareholder
Schedule “B”	Target Property
Schedule “C”	Target Financial Statements

ARTICLE II PURCHASE AND SALE

2.01 Purchase and Sale

Subject to the terms and conditions hereof, the Shareholder covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholder, the Target Shares. As at the date of this Agreement, the number of Target Shares which are beneficially owned by the Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule "A" attached hereto, which each of the Shareholder and Target confirm specifies all outstanding securities in the Target.

2.02 Purchase Price

In consideration for the acquisition of the Target Shares, the Purchaser shall

- (a) pay to the Shareholder a cash payment of \$100,000, of which parties agree and acknowledge \$25,000 of which was paid upon signing of the Letter of Intent with the remainder being paid on the Closing Date as specified in Section 3.04 hereof;
- (b) issue from treasury to the Shareholder, an aggregate of 1,842,719 Common Shares (being equal to 9.0% of the outstanding Common Shares as of the Closing Date), free and clear of any Encumbrances (the "**Consideration Shares**"), at a deemed price of \$0.32 per Consideration Share.

2.03 Post-Closing Payments

For a period commencing on the Closing Date and ending on the date that is 12 months following the Closing Date (the "**Anti-Dilution Period**"), if the Purchaser completes any equity financing(s) pursuant to which Common Shares are distributed, the Shareholder shall be entitled to receive, as post-closing payment(s) towards to the purchase of the Target Shares, such number of additional Common Shares as would result in the Shareholder continuing to hold 9.0% of the outstanding Common Shares (the "**Anti-Dilution Right**"), up to a maximum of 2,588,000 Common Shares ("**Maximum Additional Share Distribution Amount**"). The Anti-Dilution Right shall only apply to the first \$3,500,000 of equity financing raised or until the Maximum Additional Share Distribution Amount is met, whichever comes first. Each Common Share issued pursuant to the Anti-Dilution Right will be issued pursuant to the Exemption (as defined below), and will have restrictions on resale as required under Applicable Law, and further such Common Shares will be subject to the voluntary resale restrictions as specified in Section 2.04(e), and will be retroactively and proportionately released from such voluntary resale restrictions in accordance with the Release Schedule (as defined below).

2.04 Restrictions on Resale

The Shareholder acknowledges and agrees as follows:

- (a) issuance of the Consideration Shares will be made pursuant to the petroleum, natural gas and mining properties prospectus exemption found in Section 2.13 of National Instrument 45-106 – *Prospectus Exemptions* (the "**Exemption**") from any applicable prospectus requirements of the Securities Laws, and first trades will be subject to a restricted period on resale in accordance with the Exemption;

- (b) as a consequence of acquiring the Consideration Shares pursuant to the Exemption:
- (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemption were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;
 - (iv) there is no government or other insurance covering the Consideration Shares; and
 - (v) an investment in the Consideration Shares is speculative and of high risk;
- (c) the certificates (or Direct Registration System Statements) representing the Consideration Shares will bear such legends as required by Securities Laws and the policies of the TSXV and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Consideration Shares;
- (d) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Target Shares and the issuance of the Consideration Shares and which may impose restrictions on the resale of such Consideration Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Consideration Shares; and
- (e) all Consideration Shares issued in exchange for the Target Shares will be subject to voluntary resale restrictions over a period of 20 months from the Closing Date and the share certificates (or Direct Registration System Statements) evidencing the Consideration Shares will bear restrictive legends which will prohibit offering, selling, transferring, pledging, hypothecating or otherwise trading the Consideration Shares without written permission of the Purchaser upon receipt of a certification from the Shareholder that such Consideration Shares being considered for sale are being sold pursuant to the terms of section 2.04(f), on the following schedule:
- (i) 55% of Consideration Shares will be restricted until the date that is 4 months and 1 day from the Closing Date;
 - (ii) 15% of Consideration Shares will be restricted until the date that is 8 months from the Closing Date;
 - (iii) 10% of Consideration Shares will be restricted until the date that is 12 months from the Closing Date;
 - (iv) 10% of Consideration Shares will be restricted until the date that is 16 months from the Closing Date;
 - (v) 10% of Consideration Shares will be restricted until the date that is 20 months from the Closing Date; and

(the “**Release Schedule**”);

- (f) Consideration Shares may be sold by the Shareholder prior to the expiry of the restrictions expressed by the Release Schedule, where the buyer of such Consideration Shares may acquire them notwithstanding that they have not been released from voluntary resale restrictions as outlined in the Release Schedule, provided that the buyer would
 - (i) not become an insider of the Purchaser by virtue of holding securities carrying more than 10% of the voting rights attached to all of the Purchaser’s securities without express permission of the Purchaser, and
 - (ii) agree to be bound by the same Release Schedule as the Shareholder on completion of its acquisition of any number of Consideration Shares in writing, in a form that is satisfactory to the Purchaser.

ARTICLE III CLOSING AND POST CLOSING ARRANGEMENTS

3.01 Time and Place of Closing

Closing of the Transaction will take place remotely via the electronic exchange of documents at the Time of Closing.

3.02 Purchaser’s Conditions to Closing

The obligations of the Purchaser to complete the Transaction will be subject to the satisfaction of, or compliance with, at or before the Time of Closing, each of the following conditions precedent:

- (a) The representations and warranties of the Target and Shareholder made in this Agreement will be true, accurate, and correct in all material respects as of the Closing and with the same effect as if made at and as of the Time of Closing;
- (b) The Purchaser shall have received approval from NEX to complete the Transaction on the terms contemplated herein;
- (c) The Purchaser shall have received a waiver from Minaurum Gold Inc. and Minaurum Mexico in respect of any breaches or non-compliance with the requirements of the Mexican Option Agreement and the JV Agreement by Target and confirmation that Target shall remain Manager (as defined in the JV Agreement) notwithstanding the same and an acceptance of Minaurum Gold Inc. and Minaurum Mexico for the Target’s change of control, in such form as is satisfactory to the Purchaser;
- (d) There shall have been no Material Adverse Effect that will have occurred in the assets, liabilities, financial condition or affairs of the Target, financial or otherwise, between the date of this Agreement and the Closing Date;
- (e) The Purchaser will have received from or on behalf of the Shareholder and the Target, each of the closing deliveries noted in Sections 3.05 and 3.06 hereof; and
- (f) The Purchaser is able to obtain a certificate of good standing or equivalent for Target dated within 2 days of the Closing Date or such earlier date as is satisfactory to the Purchaser.

3.03 Shareholder's Conditions to Closing

The obligations of the Shareholder to complete the Transaction will be subject to the satisfaction of, or compliance with, at or before the Time of Closing, each of the following conditions precedent:

- (a) The representations and warranties of the Purchaser made in this Agreement will be true, accurate, and correct in all material respects as of the Closing and with the same effect as if made at and as of the Time of Closing;
- (b) There shall have been no Material Adverse Effect that will have occurred in the assets, liabilities, financial condition or affairs of the Purchaser, financial or otherwise, between the date of this Agreement and the Closing Date;
- (c) The Shareholder shall have received approval from both its shareholders and the TSXV to complete the Transaction on the terms contemplated herein;
- (d) The Shareholder will have received from or on behalf of the Purchaser, the closing deliveries noted in Sections 3.04 hereof.

3.04 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates (or Direct Registration System Statements) evidencing the Consideration Shares;
- (b) \$75,000 in cash, representing the remainder of the cash payment pursuant to section 2.02(a)
- (c) a certificate of one of the Purchaser's senior officers or directors, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the constating documents of the Purchaser (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Consideration Shares; and
- (d) a certificate of good standing for the Purchaser.

3.05 Closing Deliveries of Target

At the Time of Closing, Target will deliver or cause to be delivered to the Purchaser:

- (a) an updated share register, evidencing the transfer of the Target Shares into the name of the Purchaser;
- (b) resignations, effective the Closing Date, of each director or officer of the Target, and any other such consultant, independent contractor, or service provider,
- (c) an assignment agreement properly executed and formalized between Minaurum Mexico and the Target, pursuant to which Target evidences the exercise of the option granted under the Mexican Option Agreement and pursuant to which Minaurum Mexico has assigned the [80%] interest and title in and to the Target Property; which agreement shall be governed

by Mexican Laws and has been filed for recordation with the PRM (the “**Mexican Assignment Agreement**”);

- (d) shall cause that certain pending underlying assignment agreements be executed between Minaurum Mexico and Coplau, so the mining concessions “Don Pepe 3”, title number 247233, and “Picachos”, title number 247283, which are part of the Target Concessions, are duly recorded in the name of Minaurum Mexico, so they can be included and transferred to Target pursuant the Mexican Assignment Agreement (the “**Mexican Pending Registration Proceedings**”);
- (e) a certificate of one of the Target’s senior officers or directors, acting in their capacity as an officer of the Target and not in their personal capacity, dated as of the Closing Date, certifying that: (i) attached thereto are true and complete copies of the constating documents of the Target (and all amendments thereto as in effect as on such date); and (ii) a resolution of the Target’s shareholders meeting approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction;
- (f) a bring down certificate of a senior officer of the Target, acting in their capacity as an officer of the Target and not in their personal capacity, dated as of the Closing Date, certifying, that the representations and warranties of the Target set forth in Section 4.03 are true, accurate, and correct as of the Closing Date, and certifying that the Target has fulfilled and performed its obligations as contained int his Agreement, and that there is no Material Adverse Effect with respect to the Target Property; and
- (g) a copy of the notice of transfer provided to the parties of the JV Agreement pursuant to section 10.3 thereof in connection with the transactions contemplated hereunder.

3.06 Closing Deliveries of the Shareholder

At the Time of Closing the Shareholder will deliver or cause to be delivered to the Purchaser:

- (a) share certificates evidencing the Target Shares owned by the Shareholder, duly endorsed in the name of Purchaser;
- (b) certified copy of a resolution of the directors of the Shareholder approving this Agreement and the Transaction;
- (c) a certified copy of a resolution of the shareholders of the Shareholder approving the disposition of the Target in accordance with this Agreement;
- (d) a letter of the Shareholder terminating and relinquishing any rights it may have in the JV Agreement;
- (e) a certificate of one of the Shareholder’s senior officers or directors, acting in their capacity as an officer of the Shareholder and not in their personal capacity, dated as of the Closing Date, certifying all resolutions of the board of directors of the Shareholder approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction; and
- (f) a bring down certificate of a senior officer of the Shareholder, acting in their capacity as an officer of the Shareholder and not in their personal capacity, dated as of the Closing

Date certifying, that the representations and warranties of the Shareholder set forth in Sections 4.02 and 4.03 are true, accurate, and correct as of the Closing Date, and certifying that the Shareholder has fulfilled and performed its obligations as contained in this Agreement, and that there is no Material Adverse Effect with respect to the Target Property.

ARTICLE IV COVENANTS

4.01 Covenants of the Target

The Target and Shareholder covenant and agree that, during the period from the date of this Agreement until the earlier of the Time of Closing and the time that this Agreement is terminated in accordance with its terms, except with the express prior written consent of the Purchaser, as required by this Agreement, as required by Applicable Law or Governmental Authority, or as expressly Disclosed, the Target shall and the Shareholder shall cause the Target to:

- (a) conduct business in the Ordinary Course and in accordance with all Applicable Laws;
- (b) use commercially reasonable efforts to maintain and preserve, in the Ordinary Course, the Target's respective business organization, operations, assets, properties, and Target Property;
- (c) keep the Purchaser fully informed as to material decisions or actions made or required to be made with respect to, and material developments relating to, the operation of the business and the Target Property and consult with the Purchaser, as the Purchaser may reasonably request, to allow the Purchaser to monitor and provide input with respect to the direction and control of, any material decisions or actions or developments;
- (d) take all commercially reasonable actions to ensure that the representations and warranties in Section 5.02 and Section 5.03 remain true and correct in all respects;
- (e) notify the Purchaser of:
 - (i) any Material Adverse Effect;
 - (ii) any notice or other communication from any person alleging that consent (or waiver, permit, exemption, order, approval, agreement, amendment, or confirmation) of such person or another person is or may be required in connection with the Transaction or this Agreement;
 - (iii) any breach or default, or any notice of alleged breach or default, by the Target of any Material Contract or other agreement or obligation to which the Target is a party or is otherwise bound by;
 - (iv) any written notice or other communications from any Governmental Authority; and
 - (v) any Proceedings commenced, pending, or threatened against, relating to, or otherwise involving, the Target, the Target Property, or the Target Property Rights;

and the Target shall not, and the Shareholder shall ensure that the Target does not:

- (f) directly or indirectly, amend, restate, rescind, alter, enact or adopt all or any portion of the Corporate Records of the Target;
- (g) issue, grant, deliver, sell, exchange, amend, modify, accelerate, pledge, convey or otherwise subject to any Encumbrance, or authorize any such action in respect of the securities or assets of the Target, including the Target Property;
- (h) adjust, split, combine, reclassify or amend the terms of any securities of the Target;
- (i) make, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) on, or purchase, redeem, repurchase or otherwise acquire, any securities of the Target;
- (j) amend the terms of any securities of the Target;
- (k) create any subsidiary, including but not limited to an entity that would hold the Target Property as permitted by the JV Agreement;
- (l) adopt a plan of complete or partial liquidation, arrangement, dissolution, amalgamation, merger, consolidation, restructuring, recapitalization, winding up or other reorganization of the Target, or file a petition in bankruptcy under any Applicable Law on behalf of the Target, or consent to the filing of any bankruptcy petition against the Target under any Applicable Law;
- (m) invest or acquire an interest in (by amalgamation, merger, consolidation, exchange, purchase of securities, contribution to capital or purchase) any person or any real property;
- (n) make any expenditures or commitments in excess of \$10,000, in the aggregate, or enter into any new agreements, contracts, or arrangements of any kind whatsoever;
- (o) enter into any new line of business or discontinue any existing business;
- (p) make any changes in the Target's methods of tax or financial accounting policies, practices, principles, methods or procedures, except as required by Applicable Law or as required by the International Financial Reporting Standards (IFRS), as developed by the International Accounting Standards Board;
- (q) incur, create, assume, guarantee for another person, or otherwise become liable for any indebtedness, material liability, or obligation;
- (r) commence, pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, rights, liabilities or obligations, including any Proceeding or threatened Proceeding;
- (s) amend, modify, extend the term of, terminate or cancel, or waive, or fail to exercise any rights under, any Material Contract;
- (t) disclose any material intellectual property, including trade secrets, or confidential information pertaining to the Target, the Target Property, or the Target Property Rights, other than in the Ordinary Course to persons who are under a contractual, legal, or ethical obligation to maintain the confidentiality of such information;

- (u) take any action that would, or would reasonably be expected to, materially delay or impede the consummation of the Transaction, or the satisfaction of any of the conditions set forth in Article III hereof; or
- (v) authorize, agree, offer, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

4.02 Covenants in Respect of Access to Information

From the date hereof until the earlier of the Time of Closing and the termination of this Agreement, subject to applicable law, the Target shall, and shall cause all of its respective directors, officers, independent auditors, advisors, consultants, and agents to, as promptly as reasonably possible in each instance, give the Purchaser and its representatives, advisors, consultants, and independent contractors reasonable access to its contracts, documents, books and records, and furnish to the Purchaser and its representatives, advisors, consultants, and independent contractors, all financial data, operating data, or other information with respect to the assets or business of the Target, including with respect to the Target Property, as the Purchaser may reasonably require.

4.03 Covenants to Perform Obligations

Each of the Target and the Shareholder shall perform all obligations required or desirable to be performed under this Agreement, cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to consummate and make effective, as soon as reasonably practicable, the Transaction and, without limiting the generality of the foregoing, the Target and the Shareholder shall:

- (a) use commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by any Governmental Authority relating to the Transaction;
- (b) not take any action, or refrain from taking any action, per permit any action to be taken or not taken, in each case, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Transaction;
- (c) apply for and use commercially reasonable efforts to provide, obtain and maintain all regulatory approvals, third party notices or other notices and consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are reasonably required or reasonably requested by the Purchaser in connection with the Transaction, in each case on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser, and in doing so, keep the Purchaser reasonably informed as to the status of the proceedings related to obtaining such approvals, notices, consents, waivers, permits, exemptions orders, agreements, amendments or confirmations, including providing the Purchaser with copies of all related communications in draft form, in order for the Purchaser to provide its reasonable comment thereon, which shall be given due and reasonable consideration; and
- (d) ensure there is no transfer or Encumbrance with respect to the Target Shares.

4.04 Post-Closing Covenants of the Shareholder

The Shareholder agrees to cooperate and provide any support required by the Purchaser to complete any regulatory filings or disclosures as may be required by Applicable Law in connection with the completion of the Transaction, including but not limited to a business acquisition report in such form as is prescribed by Form 51-102F4 *Business Acquisition Report* as required by Securities Laws.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholder and Target as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser is a “reporting issuer” in the provinces of British Columbia and Alberta and is not in any material default of the Securities Laws;
- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its business as now being conducted;
- (d) this Agreement and each additional agreement or instrument delivered pursuant to this Agreement has been duly authorized, executed and delivered by the Purchaser and each is a legal valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the execution and delivery of this Agreement has been authorized by all necessary corporate actions of the Purchaser and this Agreement constitutes a valid and binding obligation of the Purchaser, and is 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) the execution and delivery of this Agreement and the consummation of the Transaction does not: (i) result in a breach or violation of the constating documents of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser; (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Material Contract of the Purchaser), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject; or (iii) violate any provision of any

Applicable Laws or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

- (g) the Common Shares are listed for trading on NEX;
- (h) the Purchaser is in good standing with, and not in violation of any of the policies of the NEX;
- (i) the Consideration Shares will be validly issued as fully paid and non-assessable Common Shares;
- (j) to the knowledge of the Purchaser, the Public Record of the Purchaser filed under the Securities Laws of the Provinces of British Columbia and Alberta in the last three years including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (k) to the knowledge of the Purchaser, the Purchaser holds all material licenses and permits required for the Purchaser to own or lease its property and assets and to carry on its business as conducted as of the date hereof, except where 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 Purchaser;
- (l) the Purchaser has no knowledge of any reasonably likely circumstances pursuant to which the announcement of this Agreement or the Transaction or any change, effect, event or occurrence contemplated by the terms of this Agreement would have a Material Adverse Effect on the Purchaser;
- (m) the audited financial statements of the Purchaser as at and for the year ended December 31, 2024 (the “**Purchaser Financial Statements**”) have been prepared in accordance with International Financial Reporting Standards applied on a basis consistent with prior periods. To the knowledge of the Purchaser, the Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for the respective periods then ended. Since December 31, 2024, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;
- (n) except as disclosed in the Purchaser Financial Statements, to the knowledge of the Purchaser, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (o) except as disclosed in the Purchaser Financial Statements, to the knowledge of the Purchaser, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

- (p) to the knowledge of the Purchaser, since December 31, 2024 there has been no Material Adverse Effect in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;
- (q) the Purchaser has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on, other than any non-compliance that individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (r) the Material Contracts of the Purchaser are in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Target Shares hereunder and the issuance of the Consideration Shares, and the other transactions contemplated hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder that could reasonably be expected to have a Material Adverse Effect on the Purchaser. The Purchaser has not violated or breached, in any material respect, any of the terms or conditions of any Material Contract of the Purchaser and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (s) to the knowledge of the Purchaser, there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any contract to which the Purchaser is a party that could reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (t) to the knowledge of the Purchaser, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Consideration Shares a, 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 or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (u) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (v) there is no bankruptcy, liquidation, winding-up or other similar proceedings pending or in progress or, to the knowledge of the Purchaser, threatened against the Purchaser before any court, regulatory or administrative agency or tribunal;
- (w) to its knowledge, the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a

valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

- (x) except where late filing would not reasonably be expected to have a Material Adverse Effect on the Purchaser, the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and the Purchaser has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no Proceedings asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (y) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (z) other than any deficiencies which would not reasonably be likely to have a Material Adverse Effect on the Purchaser, to its knowledge, the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; and (iii) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (aa) to its knowledge, all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (bb) no director, officer, employee or consultant of the Purchaser is party to a change of control, severance, termination, golden parachute or similar agreement or provision or would or may receive payments under such an agreement or provision as a result of the Transaction; and
- (cc) to the knowledge of the Purchaser, no representation or warranty of the Purchaser 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.

5.02 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement and each additional agreement or instrument required delivered by the Shareholder pursuant to this Agreement has been duly authorized, executed and delivered by the Shareholder and each is a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;
- (b) the Shareholder 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) the execution and delivery of this Agreement and the consummation of the Transaction does not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any Applicable Laws or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) the Shareholder is the registered and beneficial owner of that number of Target Shares set forth opposite the Shareholder's name in Schedule "A", which constitutes all Target Shares issued and outstanding, all of which are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other Encumbrances of any nature whatsoever;
- (e) no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Target Shares held or beneficially owned by the Shareholder and none of such Target Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Target;
- (f) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Target or the Purchaser; and
- (g) no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of Target and Shareholder

Each of the Target and the Shareholder, jointly and severally, represent and warrant to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) pursuant to the JV Agreement and subject to the execution of: (i) the Mexican Pending Registration Proceedings, and (ii) the Mexican Assignment Agreement and its registration with the PRM, Target shall become the legal, beneficial and recorded owner of an 80%

interest in the Target Property with Minaurum owning a 20% interest in the Target Property;

- (b) Target has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its business as now being conducted;
- (c) to their knowledge no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Target;
- (d) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Target of any of its assets or property;

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto will survive the Closing of the Transaction until the date that is 9 months from the Closing Date. No claim for breach of any representation, warranty or covenant will be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 9 month period.

ARTICLE VI GENERAL

6.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) will be in writing addressed as follows:

- (a) if to the Purchaser:

Kenadyr Metals Corp.
Suite 1430, 800 West Pender St.
Vancouver, British Columbia V6C 2V6

Attention: Tim McCutcheon

E-mail: [Redacted for personal information]

with a copy (which shall not constitute notice) to:

McMillan LLP
1500 – 1055 West Georgia Street
Vancouver, BC V6E 4N7

Attention: Mark Neighbor

E-mail: mark.neighbor@mcmillan.ca

(b) if to Target or the Shareholder:

Infinitum Copper Corp.
Suite 1100, 1111 Melville St.
Vancouver, British Columbia V6E 3V6

Attention: Alex Gostevskikh

E-mail: [Redacted for personal information]

or such other address as may be designated by notice given by either Shareholder or the Purchaser to the other in accordance with this Section 6.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any Shareholder may, from time to time, by notice given in accordance with this Section 6.01, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

6.02 Confidentiality

Each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 6.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws, Securities Laws, or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

6.03 Binding Effect

This Agreement will be binding upon and will endure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

6.04 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

6.05 Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and is to be treated in all respects as a British Columbia contract. Each party irrevocably attorns and submits to the exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

6.06 Expenses

Each party to this Agreement will pay its own costs and expenses in connection with this Agreement and the Transaction.

6.07 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser (in such capacity) will have any personal liability whatsoever to Target or the Shareholder under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Target or Shareholder (in such capacity) will have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Target or Shareholder.

6.08 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

6.09 Public Announcements

Shareholder and the Purchaser will co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and will furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the transactions contemplated by this Agreement will be made by any party hereto without the prior consent of Target and the Purchaser, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein will prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by Applicable Laws or the policies of NEX or the TSXV.

6.10 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

6.11 Entire Agreement

This Agreement and the documents delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

6.12 Amendments

Except as expressly provided herein, no amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

6.13 Signatures

This Agreement may be executed either directly or by an attorney-in-fact, may be executed and delivered in one or more counterparts, and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered will be deemed an original and all of which counterparts together will be deemed to constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

KENADYR METALS CORP.

By: "Timothy McCutcheon"
Name: Timothy McCutcheon
Title: CEO

EXPLORACIONES MARGARITA, S.A. DE C.V.

By: "Fernanda Lopez Hernandez"
Name: Fernanda Lopez Hernandez
Title: Director

INFINITUM COPPER CORP.

By: "Alex Gostevskikh"
Name: Alex Gostevskikh
Title: CEO

SCHEDULE "A"

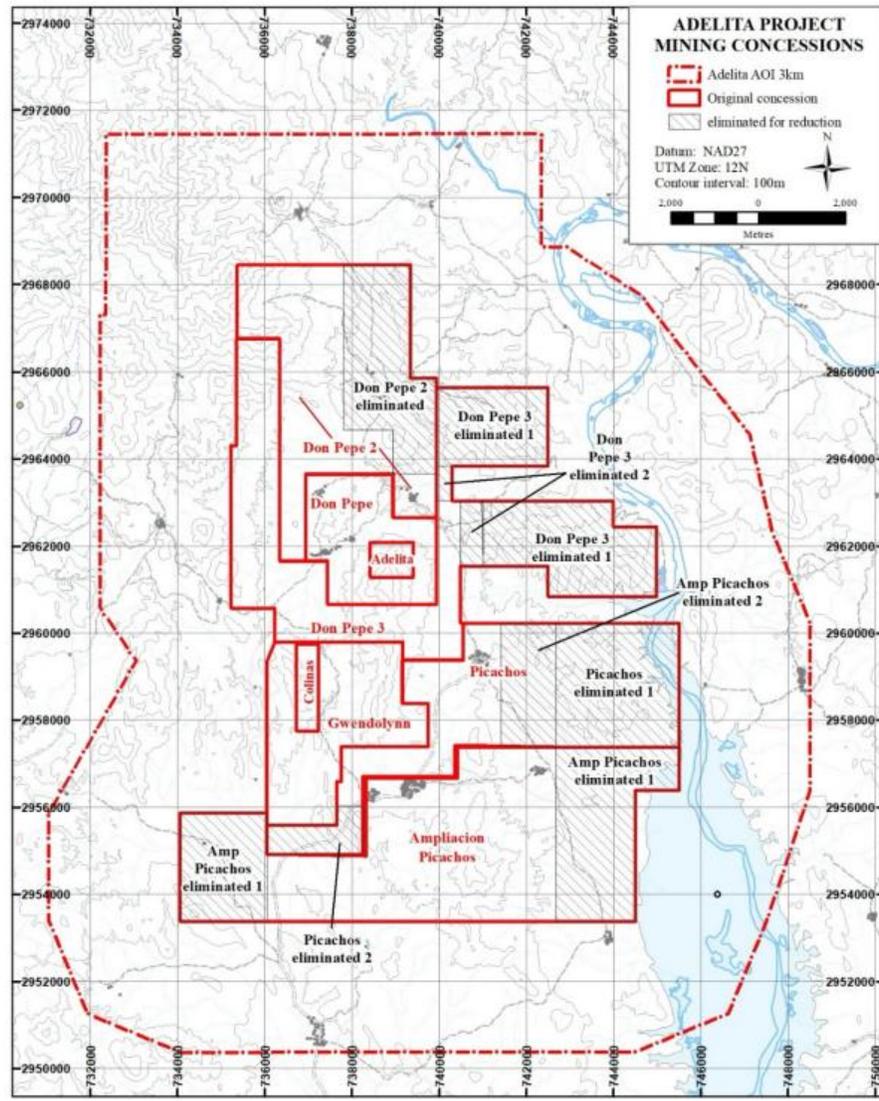
SHAREHOLDINGS IN TARGET

Redacted for sensitive information

SCHEDULE “ B”

TARGET PROPERTY

Mining Concession	Title Number	Surface (Has)	Location
Adelita	217457	80.000	Álamos, Sonora
Don Pepe	223960	670.0000	Álamos, Sonora
Reducción Don Pepe 2	247250	1,190.6118	Álamos, Sonora
Don Pepe 3	247233	1,741.8388	Álamos, Sonora
Picachos	247283	1,112.4759	Álamos, Sonora; Choix, Sinaloa
Colinas	216037	100.0000	Álamos, Sonora
Gwendolynn	243618	1,000.0000	Álamos, Sonora



SCHEDULE "C"

TARGET FINANCIAL STATEMENTS

Redacted for sensitive information