FORM 9
NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES
(or securities convertible or exchangeable into listed securities)

Name of Listed Issuer: APPIA RARE EARTHS & URANIUM CORP. (the "Issuer")
Symbol(s): API

Date: June 8, 2023 Is this an updating or amending Notice: □Yes X No

If yes provide date(s) of prior Notices: ________________________.

Issued and Outstanding Securities of Issuer Prior to Issuance: 130,523,563

Pricing

Date of news release announcing proposed issuance: March 7, 2023 or

Date of confidential request for price protection: ________________

Closing Market Price on Day Preceding the news release: $0.285 or

Day preceding request for price protection: ________________

Closing

Number of securities to be issued: 2,500,000

Issued and outstanding securities following issuance: 133,023,563

Instructions:

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.

2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.

3. Complete Table 1B – Related Persons only for Related Persons

4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.

5. An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10 – Notice of Proposed Transaction

6. Post the completed Form 9 to the CSE website in accordance with Policy 6 – Distributions. In addition, the completed form must be delivered to listings@thecse.com with an appendix that includes the information in Table 1B for ALL placees.
Part 1. Private Placement

Table 1A – Summary

<table>
<thead>
<tr>
<th>Each jurisdiction in which purchasers reside</th>
<th>Number of Purchasers</th>
<th>Price per Security</th>
<th>Total dollar value (CDN$) raised in the jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total number of purchasers:

Total dollar value of distribution in all jurisdictions:

Table 1B – Related Persons

<table>
<thead>
<tr>
<th>Full Name &amp; Municipality of Residence of Placee</th>
<th>Number of Securities Purchased or to be Purchased</th>
<th>Purchase price per Security (CDN$)</th>
<th>Conversion Price (if Applicable) (CDN$)</th>
<th>Prospectus Exemption</th>
<th>Total Securities Previously Owned, Controlled or Directed</th>
<th>Payment Date(1)</th>
<th>Describe relations -hip to Issuer (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: ________________________________.

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. ________________________________.
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: ________________ ________________ ________________.

4. If securities are issued in forgiveness of indebtedness, provide details of the debt agreement(s) or and the agreement to exchange the debt for securities.

5. Description of securities to be issued:
   (a) Class ________________________________.
   (b) Number ________________________________.
   (c) Price per security ________________________________.
   (d) Voting rights ________________________________.

6. Provide the following information if warrants, (options) or other convertible securities are to be issued:
   (a) Number ________________________________.
   (b) Number of securities eligible to be purchased on exercise of warrants (or options) ________________________________.
   (c) Exercise price ________________________________.
   (d) Expiry date ________________________________.

7. Provide the following information if debt securities are to be issued:
   (a) Aggregate principal amount ________________________________.
   (b) Maturity date ________________________________.
   (c) Interest rate ________________________________.
   (d) Conversion terms ________________________________.
   (e) Default provisions ________________________________.

8. Provide the following information for any agent’s fee, commission, bonus or finder’s fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
   (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): ________________________________.
(b) Cash ________________________________.

(c) Securities ________________________________.

(d) Other ________________________________.

(e) Expiry date of any options, warrants etc. ____________________.

(f) Exercise price of any options, warrants etc. ____________________.

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship ____________________________

10. Describe any unusual particulars of the transaction (i.e. tax “flow through” shares, etc.). ________________________________.

11. State whether the private placement will result in a change of control or if the issuance will materially affect control of the Issuer.

______________________________.

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. __

______________________________.

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102 Resale of Securities.
Part 2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

3S LTDA and Beko Invest Ltd. or its assignee will grant to APPIA the sole and exclusive right and option to earn a 70% interest in and to the project known as The Cachoeirinha Project (the “PCH Project”) which is located within the Tocantins Structural Province in the Brasília Fold Belt, more specifically, the Arenópolis Magmatic Arc (the “Target Property”). The Target Property is 17,551.07 ha. in size and located within the Goiás State of Brazil. It is classified as an alkaline intrusive rock occurrence with highly anomalous REE and niobium mineralization. This mineralization is related to alkaline lithologies of the Fazenda Buriti Plutonic Complex and the hydrothermal and surface alteration products of this complex by supergene enrichment in a tropical climate. The positive results of the recent geochemical exploration work carried out to date indicates the potential for REE and Niobium within lateritic ionic adsorption clays.

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material:

The completion of the Transaction (the “Closing”) is June 9, 2023. The parties are Appia Rare Earths & Uranium Corp. (“APPIA”) and 3S Ltda. (“3S”) and Beko Invest Ltd. (“Beko”). APPIA has an arm’s length relationship with 3S and Beko.

In exchange for the issuance of 500,000 common shares of APPIA (the “Initial Shares”) to Beko on Closing, 3S shall grant to APPIA the sole exclusive right and option to acquire a 60% legal and beneficial interest in the Target Property (the “First Option”) and upon the exercise of the First Option, APPIA shall acquire an additional 10% legal and beneficial interest in the Target Property (the “Second Option”) to hold a 70% legal and beneficial interest in the Target Property.

In order to exercise the First Option, Appia must make US$10 million in expenditures with respect to the Target Property and issue a further 2,000,000 common shares of APPIA within five (5) years following Closing (the “Option Period”) as follows (the “Conditions”):

on or before the first anniversary of Closing, expend US$1 million to drill between 2000 m and 4000 m of diamond drilling (including the cost of assays, analysis, MP), for which APPIA shall earn a 10% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture (as defined below) or proceed to earn a further interest in the Target Property (“Condition One”);

on the first anniversary of Closing, issue 500,000 common shares of APPIA to Beko (“Condition Two”);

on or before the second anniversary of Closing, expend US$3.5 million to drill a further 8000 m of diamond drilling (including the cost of assays, analysis, MP), for which APPIA shall earn a further
20% legal and beneficial ownership interest in the Target Property to hold a 30% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

on the second anniversary of Closing, issue 500,000 common shares of APPIA to Beko;

on or before the third anniversary of Closing, expend US$3.5 million to drill a further 5000 m of diamond drilling plus metallurgical testing (testing leaching solutions and flotation route at pilot plant on a lab scale), for which APPIA shall earn a further 10% legal and beneficial ownership interest in the Target Property to hold a 40% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

on or before the third anniversary of Closing, issue 500,000 common shares of APPIA to Beko;

on or before the fourth anniversary of Closing, expend US$1.5 million for a PFS, FS, Marketing for the Market, certifying etc., for which APPIA shall earn a further 15% legal and beneficial ownership interest in the Target Property to hold a 55% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

on the fourth anniversary of Closing, issue 500,000 common shares of APPIA to Beko;

on or before the fifth anniversary of Closing, provide US$500,000 for general operations, for which APPIA shall earn a further 5% legal and beneficial ownership interest in the Target Property to hold a 60% legal and beneficial ownership interest in the Target Property.

Any common shares issued pursuant to the Transaction shall be subject to a four month and one day hold period under Canadian securities laws from the date of issuance.

If Appia has exercised the First Option, APPIA shall exercise the Second Option within ninety (90) days following the date that it has earned its 60% interest by making a one-time payment of US$1,250,000 in common shares of APPIA (the “Second Option Shares”) for which APPIA shall acquire a further 10% legal and beneficial ownership interest in the Target Property to hold a 70% legal and beneficial ownership interest in the Target Property. The number of Second Option Shares to be issued shall be that number of common shares of Appia equal to the number arrived at by dividing US$1,250,000 by the greater of the average closing price of the common shares as quoted on the Canadian Securities Exchange (the “CSE”) for the 30 trading days immediately preceding the announcement by APPIA of its intention to exercise the Second Option and the discounted market price of the common shares of APPIA based on the last closing price immediately preceding the announcement.

Should APPIA fail to make some or all of the expenditures required in any year, Beko will notify APPIA in writing of such failure, after which APPIA will have 30 days to make the required expenditure. Failure to make the expenditure within the 30 days will result in APPIA’s earned interest being reduced pro rata in proportion to the amount of money actually expended by APPIA in such year. APPIA shall have the right to make additional expenditures in a subsequent year to earn the balance of the interest it would have earned had it made the entire expenditure in the
previous year. If APPIA fails to expend an aggregate of US$10 million and issue an aggregate of 2,500,000 common shares of APPIA to Beko within the Option Period, but provided that Appia has fulfilled the obligations contained in Condition One and Condition Two above, Appia may, at any time during the Option Period, notify Beko that it does not intend to provide any further funding for the Target Property (the “Cease Funding Notice”). Upon delivery of the Cease Funding Notice to Beko, Appia shall have earned the applicable interest in the Target Property pursuant to the terms of the Conditions above (the “Earned Interest”) and shall transfer to Beko that number of shares of NewCo equal to 70% minus the Earned Interest. Thereafter, Appia shall hold the Earned Interest in NewCo and Beko shall hold 100% minus the Earned Interest in NewCo. Upon delivery of the Cease Funding Notice and the adjustment in the interests of Appia and Beko in NewCo, the parties shall use their commercially reasonable efforts to determine how to proceed with their respective interests in NewCo and the Target Property.

Once APPIA has exercised the First Option and the Second Option, the parties will be associated in a joint venture for the purpose of exploring and, if warranted, developing the Target Property (the “Joint Venture”) with APPIA holding a 70% interest in the Joint Venture and Beko holding a 30% interest in the Joint Venture. APPIA shall be the operator of the Joint Venture. Upon APPIA exercising the First and Second Options, APPIA shall grant to Beko a 1% net smelter returns royalty (a “1% Earn-in NSR”) in the Target Property. APPIA shall have a right of first refusal (a “ROFR”) to purchase the 1% Earn-in NSR. Upon the formation of the Joint Venture, Beko shall make an election pursuant to Option A, Option B, or Option C as defined below and unless the relationship between the parties is terminated pursuant to Option B, the parties shall proceed with the Joint Venture. The parties acknowledge that the final structure of the Joint Venture will be determined after each of APPIA and Beko have had the opportunity to consider all legal, tax and securities elements of the proposed Joint Venture in order to ensure the most efficient structure for each of the parties and their respective security holders. If a party is required to make a contribution and that party does not make its pro rata contribution to development expenditures, that party’s interest will be diluted pro rata based upon that party’s deemed and actual contributions to the Joint Venture relative to the total deemed and actual contributions to the Joint Venture by both parties. A party whose interest is diluted to 10% or less shall immediately be converted to a 1% net smelter returns royalty (“1% Dilution NSR”) with the remaining party’s interest converted to a 100% interest in the Target Property subject to payment of the 1% Dilution NSR. The remaining party will have a ROFR on to purchase the 1% Dilution NSR.

Upon the formation of the Joint Venture, Beko shall have ninety (90) days to make one of the three following elections: (a) Beko may elect to continue with the Joint Venture and contribute its 30% pro rata share of the costs of putting the Target Property into production pursuant to the terms of the Joint Venture (the “Production Expenditures”) which election shall be a binding obligation to contribute its 30% pro rata share of the Production Expenditures, subject to standard dilution for non-contribution (“Option A”); or (b) Beko may elect to sell all, but not less than all, of its interest in the Joint Venture subject to the ROFR referred to above in favour of APPIA (“Option B”); or (c) Beko may elect to have APPIA fund its pro rata share of Production Expenditures (the “Beko Production Expenditures”) pursuant to the terms of the Joint Venture subject to the right of APPIA to be reimbursed for 150% of the Beko Production Expenditures out of the proceeds otherwise payable to Beko once the Target Property is in production before any payments are made to Beko (“Option C”).
Upon the successful completion of a report prepared in accordance with the provisions of National Instrument 43-101 - Standards of Disclosure for Mineral Projects establishing a resource estimate equal to or greater than 60 million tonnes that is economically viable, APPIA shall issue to Beko 1,500,000 common shares of APPIA.

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

(a) Total aggregate consideration in Canadian dollars: ____________.

(b) Cash: ________________________________________________________________________.

(c) Securities (including options, warrants etc.) and dollar value:

Total number of common shares to be issued is 2,500,000. 500,000 on Closing and 2,000,000 more over a five year period following Closing.

__________________________________________________________________.

(d) Other: ________________________________________________________________________.

(e) Expiry date of options, warrants, etc. if any: ________________.

(f) Exercise price of options, warrants, etc. if any: ________________.

(g) Work commitments:

As stated above under

On or before the first anniversary of Closing, expend US$1 million to drill between 2000 m and 4000 m of diamond drilling (including the cost of assays, analysis, MP), for which APPIA shall earn a 10% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

On or before the second anniversary of Closing, expend US$3.5 million to drill a further 8000 m of diamond drilling (including the cost of assays, analysis, MP), for which APPIA shall earn a further 20% legal and beneficial ownership interest in the Target Property to hold a 30% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

On or before the third anniversary of Closing, expend US$3.5 million to drill a further 5000 m of diamond drilling plus metallurgical testing (testing leaching solutions and flotation route at pilot plant on a lab scale), for which APPIA shall earn a further 10% legal and beneficial ownership interest in the Target Property to hold a 40% legal and beneficial ownership interest in the Target Property.
Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

On or before the fourth anniversary of Closing, expend US$1.5 million for a PFS, FS, Marketing for the Market, certifying etc., for which APPIA shall earn a further 15% legal and beneficial ownership interest in the Target Property to hold a 55% legal and beneficial ownership interest in the Target Property, after which APPIA may elect to enter into a Joint Venture or proceed to earn a further interest in the Target Property;

On or before the fifth anniversary of Closing, provide US$500,000 for general operations, for which APPIA shall earn a further 5% legal and beneficial ownership interest in the Target Property to hold a 60% legal and beneficial ownership interest in the Target Property.

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

Arm's length negotiation.

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A.

6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:
<table>
<thead>
<tr>
<th>Name of Party (If not an individual, name all insiders of the Party)</th>
<th>Number and Type of Securities to be Issued&lt;sup&gt;(2)&lt;/sup&gt;</th>
<th>Dollar value per Security (CDN$)</th>
<th>Conversion price (if applicable)</th>
<th>Prospectus Exemption</th>
<th>Total Securities, Previously Owned, Controlled or Directed by Party</th>
<th>Describe relationship toIssuer&lt;sup&gt;(1)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beko Invest Ltd. (Antonio Vitor)</td>
<td>500,000 Common Shares on Closing</td>
<td>90,000 (based on current market price of $0.18)</td>
<td>N/A</td>
<td>NI45-106 2.13 Petroleum, natural gas and mining properties</td>
<td>0</td>
<td>Arm’s Length</td>
</tr>
<tr>
<td></td>
<td>500,000 Common Shares on the first anniversary of Closing</td>
<td>At market price at time of issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>500,000 Common Shares on the second anniversary of Closing</td>
<td>At market price at time of issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>500,000 Common Shares on the third anniversary of Closing</td>
<td>At market price at time of issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>500,000 Common Shares on the fourth anniversary of Closing</td>
<td>At market price at time of issuance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(1) Indicate if Related Person

(2) If Appia has exercised the First Option, APPIA shall exercise the Second Option within ninety (90) days following the date that it has earned its 60% interest by making a one-time payment of US$1,250,000 in common shares of APPIA (the “Second Option Shares”) for which APPIA shall acquire a further 10% legal and beneficial ownership interest in the Target Property to hold a 70% legal and beneficial ownership interest in the Target Property. The number of Second Option Shares to be issued shall be that number of common shares of Appia equal to the number arrived at by dividing US$1,250,000 by the greater of the average closing price of the common shares as quoted on the Canadian Securities Exchange (the “CSE”) for the 30 trading days immediately preceding the announcement by APPIA of its intention to exercise the Second Option and the discounted market price of the common shares of APPIA based on the last closing price immediately preceding the announcement.

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:

Title searches, including review of all exploration permits with expiry dates, taxes owing, surface rights, other permits and environmental licenses in relation to the Target Property;

Review of accounting and financial documentation related to 3Sand Beko and/or its shareholders and/or the Target Property;

Review of relevant legal agreements and obligations of 3S and Beko;

Examination of ownership structure of all companies and subsidiaries of 3S and Beko;

Review of ownership and title to the Target Property, existing agreements with vendors and government agencies;

Review of all available technical data;

Consultation with geologists and site visits;

Conducting preliminary confirmatory mineral exploration activities;

Conducting general field mineral exploration activities and trenching; and

Logistics, analysis, process and metallurgical testing.

8. Provide the following information for any agent’s fee, commission, bonus or finder’s fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): ________________________________ .

(b) Cash ________________________________ .
(c) Securities ________________________________ .

(d) Other ________________________________ .

(e) Expiry date of any options, warrants etc. ______________

(f) Exercise price of any options, warrants etc. ______________ .

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. ________________________________

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. ________________________________

______________________________ .
Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.

2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.

3. The Issuer has obtained the express written consent of each applicable individual to:

   (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and

   (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time

4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).

5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated June 8, 2023.

William R. Johnstone

/s/ William R. Johnstone

Signature

Assistant Secretary and Director
Appendix A

PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, “CSE or the “Exchange”) collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

• To determine whether an individual is suitable to be associated with a Listed Issuer;
• To determine whether an issuer is suitable for listing;
• To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
• To conduct enforcement proceedings;
• To ensure compliance with Exchange Requirements and applicable securities legislation; and
• To fulfil the Exchange’s obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.