

# PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is dated as of the 25<sup>th</sup> day of November 2021.

**BETWEEN: ADAM MOGIL**, in trust for those parties described in Schedule B attached hereto,  
(collectively the “**Sellers**”)

**AND: WEEKAPAUG LITHIUM INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 801- 1 Adelaide St. E., Toronto, Ontario M5C 2V9,  
(the “**Purchaser**”)

**WHEREAS** the Sellers collectively own, directly and indirectly, a 100% beneficial interest (the “**Interest**”) in the Property (as hereinafter defined);

**AND WHEREAS** the Purchaser has agreed to purchase, and the Sellers have agreed to sell the Interest in accordance with the terms of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained, and for purposes of documenting the mutual understanding among the parties, each jointly and severally agrees as follows:

## **1. DEFINITIONS**

1.1 In this Agreement and in the Schedule and the recitals hereto:

“**Closing Date**” means the date to be agreed upon by the parties, which, however, shall not be later than seven (7) days following the approval of the terms of this Agreement by the applicable regulatory authorities, if any;

“**Interest**” means all of the collective right, title and interest of the Sellers in the Property;

“**Property**” means collectively those mineral claims in the Province of Ontario as more particularly described in Schedule A attached hereto; and

“**Shares**” mean common shares without par value in the capital of the Purchaser.

## **2. ACQUISITION AND DISPOSITION OF THE PROPERTY**

2.1 The Sellers hereby sell, transfers and assign to the Purchaser all of their Interest for and in consideration of the Purchaser: (i) issuing an aggregate of 39,999,999 Shares (the “**Purchase Shares**”), at an issue price of \$0.02 per Share, to the Sellers, which Purchase Shares will be issued on the Closing Date in the manner set forth in Schedule B attached hereto; and (ii) paying an

aggregate amount of \$23,000, in cash, to certain of the Sellers in the amounts indicated in Schedule B attached hereto.

2.2 The Sellers hereby acknowledge that the Purchase Shares will have a “hold” period pursuant to applicable Canadian securities laws.

### **3. REPRESENTATIONS AND COVENANTS OF THE PARTIES**

3.1 Each of the Sellers hereby represents and covenants to the Purchaser that:

- (a) the Seller is the legal, registered and/or beneficial owner of its/his/her percentage Interest; such mining claims are properly and validly recorded in the name of the Sellers; and there are no adverse claims or challenges against or to the ownership or title to such mineral claims, nor to the Seller’s knowledge is there any basis therefor;
- (b) entering into this Agreement and completing the transactions hereunder does not and will not conflict with, and does not and will not result in a breach of, any of the terms of any instrument or any agreement to which the Seller is a party;
- (c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which the Seller is a party;
- (d) each of the mining claims comprising the Property has been duly and validly staked and/or an application for permits have been made to the applicable mining authority pursuant to all applicable laws and regulations and except as herein provided are free and clear of all liens, charges, royalties and encumbrances;
- (e) there are no outstanding agreements or options to acquire or purchase an interest in any of the Property, or to explore, develop or exploit any part thereof, and no person has any royalty or other interest whatsoever in the Property or any production therefrom; and
- (f) there are no pending or threatened actions, suits, claims or proceedings regarding the Property or any portion thereof.

3.2 The Purchaser hereby represents and covenants to the Sellers that:

- (a) it is a corporation duly incorporated and validly subsisting and in good standing under the laws of Ontario;
- (b) it has the power, capacity and other authority to enter into and perform its obligations under this Agreement and all transactions contemplated herein and all corporate and other actions required to authorize it to enter into and perform this Agreement have been duly and validly taken;

- (c) it has all necessary corporate power to own properties and assets and to carry on its business as now conducted by it, and is registered as required and is in good standing with respect to the filing of returns under the laws of all jurisdictions in which it carries on business;
- (d) this Agreement has been duly executed and delivered by it and is valid and binding upon the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws presently or hereinafter in effect affecting the enforcement of creditors' rights generally or other equitable principles;
- (e) the execution, delivery, performance and consummation of the transactions contemplated by this Agreement will not result in a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Purchaser is a party;
- (f) the issue of the Purchase Shares has been approved by all requisite corporate action and the Purchase Shares will, upon issue and delivery to the Sellers, be validly issued as fully paid and non-assessable;
- (g) the Purchaser is not a reporting issuer in any province in Canada;
- (h) there is no material fact or material change related to the Purchaser which has not been generally disclosed;
- (i) no order ceasing or suspending trading in the securities of the Purchaser nor prohibiting sale of such securities has been issued against the Purchaser and to the best of the Purchaser's knowledge no investigations or proceedings for such purposes are pending or threatened; and
- (j) no proceedings have been taken or authorized by the Purchaser or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser or with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, the Purchaser, nor, to the knowledge of the Purchaser, have any such proceedings been threatened by any other person.

3.3 The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive for a period of 12 months following the Closing Date, and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it/him/her and contained in this Agreement; provided that any liability of a party hereunder shall be limited to such party's pro rata proceeds from the transactions contemplated in this Agreement. For greater certainty, the obligations for indemnification are several and not joint and several.

#### **4. CLOSING**

4.1 Upon issuance of the Purchase Shares and the payment of the \$23,000 in full, each of the Sellers will:

- (a) do all things necessary to transfer the Interest to the Purchaser; and
- (b) transfer and deliver to the Purchaser all information relating to the Property, either in their possession or which they can reasonably obtain.

#### **5. SHARING OF AND CONFIDENTIAL NATURE OF INFORMATION**

5.1 Each party agrees that all information obtained hereunder will be the exclusive property of the parties and not publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction or with the written consent of the other party, such consent not to be unreasonably withheld.

#### **6. NOTICES**

6.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, e-mail or other similar form of communication, in each case addressed to the address first listed above or the following facsimile numbers or e-mail addresses:

- (a) if to the Sellers, at the respective addresses set out in Schedule B attached hereto; and
- (b) if to the Purchaser, at 801- 1 Adelaide St. E., Toronto, Ontario M5C 2V9.

6.2 Any notice, direction or other instrument will:

- (a) if delivered, be deemed to have been given and received on the day it was delivered;
- (b) if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and
- (c) if sent by facsimile, email or other similar form of communication, be deemed to have been received by that party upon the sending party receiving electronic confirmation of delivery.

6.3 Any party may at any time give to the others notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

## **7. ARBITRATION**

7.1 If any question, difference or dispute shall arise between the parties or any of them in respect of any matter arising under this Agreement or in relation to the construction here the same shall be determined by the award of one arbitrator. The decision of the arbitrator shall be made within 30 days after the selection. The expense of the arbitration shall be paid accordingly as the arbitrator shall decide in his award. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act* (Ontario), as amended, and the decision of the arbitrator shall be conclusive and binding upon the parties. The rules and procedures for the arbitration shall be procedures established by the ADR Institute of Ontario. The place of arbitration shall be Toronto, Ontario, Canada.

## **8. GENERAL**

8.1 The parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

8.2 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8.3 This Agreement shall constitute the entire agreement between the parties and, except as hereafter set out, replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

8.4 This Agreement will be governed by and construed according to the laws of Ontario and the laws of Canada applicable therein. Subject to section 7.1, all actions arising from this Agreement will be commenced and maintained in the Supreme Court of Ontario.

*[Signature page follows]*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**WEEKAPAUG LITHIUM INC.**

By: (signed) Marc Branson  
Name: Marc Branson  
Title: CEO

**ADAM MOGIL, in trust for those parties  
described in Schedule b attached hereto.**

By: (signed) Adam Mogil  
Adam Mogil

**SCHEDULE A**

**THE PROPERTY  
Greensfield Property**

<b>Township / Area</b>	<b>Tenure ID</b>	<b>Tenure Type</b>	<b>Anniversary Date</b>	<b>Status</b>	<b>Tenure %</b>	<b>Work Required</b>
MURIEL RIVER AREA	680382	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680383	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680384	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680385	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,MURIEL RIVER AREA,TERRIER LAKE AREA	680386	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680387	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680388	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680389	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680390	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680391	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680392	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680393	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680394	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680395	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680396	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680397	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680398	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680399	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680400	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680401	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680402	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680403	Single Cell Mining Claim	2023-10-11	Active	100	400

MURIEL RIVER AREA	680404	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680405	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680406	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680407	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680408	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680409	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680410	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680411	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680412	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680413	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680414	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680415	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680416	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680417	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680418	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680419	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680420	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680421	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680422	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680423	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680424	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680425	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680426	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680427	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680428	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680429	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680430	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680431	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680432	Single Cell Mining Claim	2023-10-11	Active	100	400













MURIEL RIVER AREA	680578	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680579	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680580	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680581	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680582	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680583	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680584	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680585	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680586	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680587	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680588	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680589	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680590	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680591	Single Cell Mining Claim	2023-10-11	Active	100	400
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MURIEL RIVER AREA	680593	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680594	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680595	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680596	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680597	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680598	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680599	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680600	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680601	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680602	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680603	Single Cell Mining Claim	2023-10-11	Active	100	400
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MURIEL RIVER AREA	680605	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680606	Single Cell Mining Claim	2023-10-11	Active	100	400

MURIEL RIVER AREA	680607	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680608	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680609	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680610	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680611	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680612	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680613	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680614	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680615	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680616	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680617	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680618	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680619	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680620	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680621	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680622	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA	680623	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680624	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680625	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680626	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680627	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680628	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680629	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680630	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680631	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680632	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680633	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680634	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680635	Single Cell Mining Claim	2023-10-11	Active	100	400

TERRIER LAKE AREA	680636	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680637	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680638	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680639	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680640	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680641	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680642	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680643	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680644	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680645	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680646	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680647	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680648	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA	680649	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680650	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680651	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680652	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680653	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680654	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680655	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680656	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680657	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680658	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680659	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680660	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680661	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA	680662	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680663	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TRIDENT LAKE AREA	680664	Single Cell Mining Claim	2023-10-11	Active	100	400



MAUN LAKE AREA,MURIEL RIVER AREA,TERRIER LAKE AREA	680665	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TERRIER LAKE AREA	680666	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA	680667	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TERRIER LAKE AREA	680668	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,MURIEL RIVER AREA,TERRIER LAKE AREA,TRIDENT LAKE AREA	680669	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680670	Single Cell Mining Claim	2023-10-11	Active	100	400
TERRIER LAKE AREA	680671	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680672	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680673	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680674	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680675	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680676	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680677	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680678	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680679	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680680	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680681	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680682	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680683	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680684	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680685	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680686	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680687	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680688	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680689	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680690	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680691	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680692	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680693	Single Cell Mining Claim	2023-10-11	Active	100	400

TRIDENT LAKE AREA	680694	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680695	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680696	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680697	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680698	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680699	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680700	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680701	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680702	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680703	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680704	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680705	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680706	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680707	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680708	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680709	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680710	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680711	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680712	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680713	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680714	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680715	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680716	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680717	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680718	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680719	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TRIDENT LAKE AREA	680720	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA	680721	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680722	Single Cell Mining Claim	2023-10-11	Active	100	400

MAUN LAKE AREA	680723	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA	680724	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680725	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TRIDENT LAKE AREA	680726	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680727	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680728	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680729	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680730	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680731	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680732	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680733	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680734	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680735	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680736	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,TRIDENT LAKE AREA	680737	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680738	Single Cell Mining Claim	2023-10-11	Active	100	400
MAUN LAKE AREA,MURIEL RIVER AREA,TERRIER LAKE AREA,TRIDENT LAKE AREA	680739	Single Cell Mining Claim	2023-10-11	Active	100	400
MURIEL RIVER AREA,TRIDENT LAKE AREA	680740	Single Cell Mining Claim	2023-10-11	Active	100	400
TRIDENT LAKE AREA	680741	Single Cell Mining Claim	2023-10-11	Active	100	400

**SCHEDULE B**  
**LIST OF SELLERS**

<u>Seller</u>	<u>Consideration</u>	
	<u>Cash</u>	<u>Shares</u>
Capwest Investments Corp.		1,500,000
Kyle Appleby		250,000
Binyomin Posen		150,000
1407535 Ontario Limited		4,500,000
679597 Ontario Limited	\$10,000.00	1,500,000
Stacey Farber		3,500,000
Shimcity Inc.		499,999
Adam Mogil	\$13,000.00	
2653438 Ontario Inc.		4,750,000

2814498 Ontario Inc.			4,750,000
Jeff Stevens			3,000,000
S4 Management Group			2,000,000
Andrew Stevens			3,500,000
Seinecliffe Management Ltd.			1,000,000
1249483 BC Ltd.			2,700,000
William Barber			2,700,000
Albion Advisors			1,700,000
2866770 Ontario Inc.			1,000,000
Jaclyn Mauchan			1,000,000
<b>TOTAL</b>		<b>\$23,000.00</b>	<b>39,999,999</b>