

March 30, 2021

**Macallan Exploration Corp.**  
9190 Double Diamond Pkwy  
Reno, NV 89521

Attention: Robert Rosner

Dear Sirs:

Re: Purchase by Scotch Creek Ventures Inc. ("Scotch Creek") of Highlands North Claims from Macallan Exploration Corp. ("Macallan")

This will confirm our agreement with respect to the purchase by Scotch Creek of the placer mineral claims located in Esmeralda County, Nevada known as Highlands North properties as more particularly described in Schedule "A" (the "Properties").

Macallan has represented to us as follows:

- a. it is the legal and beneficial owner of the Properties;
- b. the Properties are held free of any claims, charges, encumbrances or royalties;
- c. no other party has any right to acquire the Properties or any interest in them; and
- d. the claims comprising the Properties have been duly and properly staked and located and filed for registration with Esmeralda County and the Bureau of Land Management.

In consideration of the issuance of 500,000 common shares of Scotch Creek (the "Shares") at a deemed price of \$0.90 per share, to be issued to the shareholders of Macallan as set out in Schedule "B", Macallan agrees to transfer to Scotch Creek its interest in the Properties free and clear of any charges, encumbrances or royalties, subject to satisfactory due diligence by Scotch Creek to confirm the representations of MacCallan set out above. Closing will take place 30 days following the date of this Agreement (the "Closing Date"), unless Scotch Creek shall notify Macallan prior to the Closing Date that it is not satisfied with the results of its due diligence. This due diligence condition is intended for the sole benefit of Scotch Creek and may be waived by it.

In addition to the issuance of the Shares, Scotch Creek will reimburse MacCallan at Closing, for the out of pocket expenses incurred by MacCallan to stake and record the claims.

During the due diligence period Macallan will cooperate with Scotch Creek and its geological consultant retained to prepare a 43-101 Report, including providing access to all documents and maps relating to the Properties and allowing access to the Properties.

Closing will take place at the offices of Scotch Creek in Vancouver at 11:30 am on the Closing Date. At the Closing Date Scotch Creek shall deliver to Macallan the following:

1. Share certificates representing the Shares of Scotch Creek to be issued to the Shareholders of Macallan;
2. A directors' resolution of Scotch Creek approving entering into this Agreement and the issuance of the Shares;
3. A written confirmation addressed to Macallan confirming that Scotch Creek has completed satisfactory due diligence or waived the due diligence condition.

At Closing Macallan will deliver of Scotch Creek:

1. Duly executed transfers of the claims comprising the Properties to Scotch Creek or its nominee;
2. Director and shareholder resolutions of Macallan approving entering into this Agreement and the transfer of the claims;
3. Acknowledgements signed by the Macallan shareholders that the shares will be subject to restriction under applicable securities legislation.

This agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Properties.

Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering same or mailing same by registered mail or sending same by email or other similar form of communication to the following addresses:

Scotch Creek: Suite 1140, 625 Howe Street  
Vancouver, BC V6C 2T6  
Email: david.ryan@hotmail.ca

with copies to: Northwest Law Group  
704 – 595 Howe Street  
Vancouver, BC V6C 2T5  
Email: son@stockslaw.com

Macallan: 9190 Double Diamond Pkwy  
Reno, NV 89521  
Email: robert@catstrategic.com

Any notice so given shall, if delivered, be deemed to have been given at the time of delivery.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties submit and attorn to the jurisdiction of the courts of the Province of British Columbia.

This Agreement may be executed and delivered by facsimile or PDF scan, and may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

If the foregoing is in accordance with your understanding of our Agreement, please sign where indicated below and this letter agreement will operate as an interim agreement pending execution of a more formal agreement satisfactory to our respective legal counsel.

Yours truly,

**SCOTCH CREEK VENTURES INC.**

Per:



David K. Ryan  
CEO

Agreed this 30<sup>th</sup> day of March, 2021.

**MACALLAN EXPLORATION CORP.**

Per:



Robert Rosner  
Its duly authorized signatory

Schedule "A"



Claim	Longitude	Latitude	Claim	Acres	Shape_Area	ID_NoSort
HNC 1	-117.645402	37.743885	HNC 1	20.48	82893	1
HNC 2	-117.643087	37.743895	HNC 2	20.48	82869	2
HNC 3	-117.640772	37.743906	HNC 3	20.47	82845	3
HNC 4	-117.638457	37.743916	HNC 4	20.47	82823	4
HNC 5	-117.636142	37.743926	HNC 5	20.46	82801	5
HNC 6	-117.633827	37.743937	HNC 6	20.46	82779	6
HNC 7	-117.631512	37.743947	HNC 7	20.45	82758	7
HNC 8	-117.629197	37.743957	HNC 8	20.44	82738	8
HNC 9	-117.645402	37.740225	HNC 9	20.51	83007	9
HNC 10	-117.643085	37.740236	HNC 10	20.51	82983	10
HNC 11	-117.640767	37.740247	HNC 11	20.50	82960	11
HNC 12	-117.638449	37.740259	HNC 12	20.49	82936	12
HNC 13	-117.636131	37.740270	HNC 13	20.49	82914	13
HNC 14	-117.633813	37.740281	HNC 14	20.48	82893	14
HNC 15	-117.631495	37.740292	HNC 15	20.48	82872	15
HNC 16	-117.629177	37.740304	HNC 16	20.47	82851	16
HNC 17	-117.645403	37.736564	HNC 17	20.54	83120	17
HNC 18	-117.643082	37.736576	HNC 18	20.53	83099	18
HNC 19	-117.640762	37.736589	HNC 19	20.53	83078	19
HNC 20	-117.638441	37.736601	HNC 20	20.52	83056	20
HNC 21	-117.636120	37.736613	HNC 21	20.52	83035	21
HNC 22	-117.633799	37.736626	HNC 22	20.51	83012	22
HNC 23	-117.631478	37.736638	HNC 23	20.51	82988	23
HNC 24	-117.629157	37.736650	HNC 24	20.50	82965	24
HNC 25	-117.645404	37.732903	HNC 25	20.57	83234	25
HNC 26	-117.643080	37.732916	HNC 26	20.56	83213	26
HNC 27	-117.640756	37.732930	HNC 27	20.56	83193	27
HNC 28	-117.638432	37.732943	HNC 28	20.55	83171	28
HNC 29	-117.636108	37.732956	HNC 29	20.55	83148	29
HNC 30	-117.633784	37.732970	HNC 30	20.54	83125	30
HNC 31	-117.631460	37.732983	HNC 31	20.53	83101	31
HNC 32	-117.629136	37.732996	HNC 32	20.53	83077	32
HNC 33	-117.663661	37.743980	HNC 33	20.36	82383	33
HNC 34	-117.661381	37.743966	HNC 34	20.34	82293	34
HNC 35	-117.659101	37.743953	HNC 35	20.31	82204	35
HNC 36	-117.656820	37.743940	HNC 36	20.29	82116	36
HNC 37	-117.654540	37.743927	HNC 37	20.27	82029	37
HNC 38	-117.652260	37.743913	HNC 38	20.25	81941	38
HNC 39	-117.649979	37.743900	HNC 39	20.23	81854	39
HNC 40	-117.647699	37.743887	HNC 40	20.21	81768	40
HNC 41	-117.663711	37.740289	HNC 41	20.41	82611	41
HNC 42	-117.661424	37.740280	HNC 42	20.39	82523	42
HNC 43	-117.659138	37.740271	HNC 43	20.37	82434	43
HNC 44	-117.656851	37.740261	HNC 44	20.35	82345	44
HNC 45	-117.654564	37.740252	HNC 45	20.33	82258	45
HNC 46	-117.652278	37.740242	HNC 46	20.30	82171	46
HNC 47	-117.649991	37.740233	HNC 47	20.28	82084	47

HNC 48	-117.647705	37.740224	HNC 48	20.26	81998	48
HNC 49	-117.663760	37.736599	HNC 49	20.47	82841	49
HNC 50	-117.661467	37.736594	HNC 50	20.45	82754	50
HNC 51	-117.659174	37.736588	HNC 51	20.43	82667	51
HNC 52	-117.656882	37.736583	HNC 52	20.41	82580	52
HNC 53	-117.654589	37.736577	HNC 53	20.38	82493	53
HNC 54	-117.652296	37.736572	HNC 54	20.36	82405	54
HNC 55	-117.650003	37.736566	HNC 55	20.34	82316	55
HNC 56	-117.647710	37.736560	HNC 56	20.32	82227	56
HNC 57	-117.663810	37.732908	HNC 57	20.53	83070	57
HNC 58	-117.661511	37.732907	HNC 58	20.51	82984	58
HNC 59	-117.659211	37.732905	HNC 59	20.48	82897	59
HNC 60	-117.656912	37.732904	HNC 60	20.46	82809	60
HNC 61	-117.654613	37.732902	HNC 61	20.44	82722	61
HNC 62	-117.652314	37.732901	HNC 62	20.42	82634	62
HNC 63	-117.650015	37.732899	HNC 63	20.40	82545	63
HNC 64	-117.647716	37.732897	HNC 64	20.38	82456	64
HNC 65	-117.682379	37.729110	HNC 65	20.37	82444	65
HNC 66	-117.680063	37.729124	HNC 66	20.42	82618	66
HNC 67	-117.677748	37.729139	HNC 67	20.46	82793	67
HNC 68	-117.675432	37.729153	HNC 68	20.50	82969	68
HNC 69	-117.673116	37.729167	HNC 69	20.55	83145	69
HNC 70	-117.670801	37.729181	HNC 70	20.59	83321	70
HNC 71	-117.668485	37.729195	HNC 71	20.63	83498	71
HNC 72	-117.666170	37.729210	HNC 72	20.68	83676	72
HNC 73	-117.682447	37.725486	HNC 73	20.57	83254	73
HNC 74	-117.680109	37.725493	HNC 74	20.62	83430	74
HNC 75	-117.677771	37.725499	HNC 75	20.66	83605	75
HNC 76	-117.675433	37.725506	HNC 76	20.70	83780	76
HNC 77	-117.673095	37.725513	HNC 77	20.75	83955	77
HNC 78	-117.670757	37.725519	HNC 78	20.79	84132	78
HNC 79	-117.668418	37.725526	HNC 79	20.83	84309	79
HNC 80	-117.666080	37.725532	HNC 80	20.88	84486	80
HNC 81	-117.682516	37.721862	HNC 81	20.77	84065	81
HNC 82	-117.680155	37.721861	HNC 82	20.82	84242	82
HNC 83	-117.677794	37.721860	HNC 83	20.86	84419	83
HNC 84	-117.675434	37.721859	HNC 84	20.90	84596	84
HNC 85	-117.673073	37.721858	HNC 85	20.95	84773	85
HNC 86	-117.670712	37.721857	HNC 86	20.99	84948	86
HNC 87	-117.668352	37.721856	HNC 87	21.03	85122	87
HNC 88	-117.665991	37.721855	HNC 88	21.08	85297	88
HNC 89	-117.682585	37.718238	HNC 89	20.97	84875	89
HNC 90	-117.680201	37.718229	HNC 90	21.02	85054	90
HNC 91	-117.677818	37.718221	HNC 91	21.06	85231	91
HNC 92	-117.675435	37.718212	HNC 92	21.10	85407	92
HNC 93	-117.673051	37.718203	HNC 93	21.15	85583	93
HNC 94	-117.670668	37.718195	HNC 94	21.19	85759	94
HNC 95	-117.668285	37.718186	HNC 95	21.23	85933	95



HNC 96	-117.665901	37.718177	HNC 96	21.28	86107	96
HNC 97	-117.663859	37.729218	HNC 97	20.47	82833	97
HNC 98	-117.661554	37.729220	HNC 98	20.45	82745	98
HNC 99	-117.659248	37.729223	HNC 99	20.42	82657	99
HNC 100	-117.656943	37.729225	HNC 100	20.40	82571	100
HNC 101	-117.654638	37.729227	HNC 101	20.38	82485	101
HNC 102	-117.652332	37.729229	HNC 102	20.36	82398	102
HNC 103	-117.650027	37.729232	HNC 103	20.34	82313	103
HNC 104	-117.647722	37.729234	HNC 104	20.32	82228	104
HNC 105	-117.663761	37.725539	HNC 105	20.42	82624	105
HNC 106	-117.661462	37.725545	HNC 106	20.40	82537	106
HNC 107	-117.659163	37.725551	HNC 107	20.37	82449	107
HNC 108	-117.656863	37.725557	HNC 108	20.35	82362	108
HNC 109	-117.654564	37.725563	HNC 109	20.33	82275	109
HNC 110	-117.652265	37.725569	HNC 110	20.31	82190	110
HNC 111	-117.649965	37.725575	HNC 111	20.29	82104	111
HNC 112	-117.647666	37.725581	HNC 112	20.27	82018	112
HNC 113	-117.663664	37.721859	HNC 113	20.37	82415	113
HNC 114	-117.661370	37.721869	HNC 114	20.34	82330	114
HNC 115	-117.659077	37.721879	HNC 115	20.32	82244	115
HNC 116	-117.656784	37.721889	HNC 116	20.30	82159	116
HNC 117	-117.654491	37.721899	HNC 117	20.28	82072	117
HNC 118	-117.652197	37.721909	HNC 118	20.26	81985	118
HNC 119	-117.649904	37.721919	HNC 119	20.24	81898	119
HNC 120	-117.647611	37.721929	HNC 120	20.22	81810	120
HNC 121	-117.663566	37.718180	HNC 121	20.31	82206	121
HNC 122	-117.661279	37.718193	HNC 122	20.29	82122	122
HNC 123	-117.658992	37.718207	HNC 123	20.27	82036	123
HNC 124	-117.656704	37.718221	HNC 124	20.25	81950	124
HNC 125	-117.654417	37.718235	HNC 125	20.23	81864	125
HNC 126	-117.652130	37.718249	HNC 126	20.21	81777	126
HNC 127	-117.649843	37.718262	HNC 127	20.19	81690	127
HNC 128	-117.647555	37.718276	HNC 128	20.16	81601	128

Schedule "B"

Name	Address	No. of Shares
Scout Projects Inc.	Suite 716, 1489 Marine Drive Vancouver, BC V7T 1B8	175,000
BWC Management Ltd.	2911 Ontario Street Vancouver, BC V5T 2J5	175,000
George Drazenovic	4356 Ontario Street Vancouver, BC V5V 3G9	125,000
Pan Ocean Consulting	3362 – 495 West Georgia Street Vancouver, BC V6B 3Y3	25,000
		500,000