### PROPERTY PURCHASE AND SALE AGREEMENT

This Property Purchase and Sale Agreement is made effective the 25th day of May, 2021 (the "**Purchase Agreement**").

#### AMONG:

**MANNING VENTURES INC.**, a corporation existing under the laws of the Province of British Columbia and having an address located at 303 – 750 West Pender Street, Vancouver, British Columbia V6C 2T7

(hereinafter referred to as the "Buyer")

#### AND:

**DG RESOURCE MANAGEMENT LTD.**, a corporation existing under the laws of the Province of Alberta and having an address located at Suite103, 10183 - 112 Street, Edmonton, Alberta T5K 1M1

(hereinafter referred to as "DG")

### AND:

**TRANSCEND CAPITAL INC.**, a corporation existing under the laws of the Province of British Columbia and having an address located at 303 – 750 West Pender Street, Vancouver, British Columbia V6C 2T7

(hereinafter referred to as "Transcend")

### AND:

NEIL MCCALLUM, an individual having an address located at [Address Redacted]

(hereinafter referred to as "McCallum", and together with DG and Transcend, the "Sellers" and each a "Seller")

#### WHEREAS:

A. McCallum is the legal and registered holder of a 100% undivided right, title and interest in and to the: (i) Broken Lake Property, comprised of 86 mineral claims located in the Province of Quebec and covering 7,379 hectares, as more particularly described in Schedule "A" attached hereto (the "**Broken Lake Property**"); (ii) the Heart Lake Property, comprised of 54 mineral claims located in the Province of Quebec and covering 2,855 hectares, as more particularly described in Schedule "B" attached hereto (the "**Heart Lake Property**"); and (iii) the Hydro Property, comprised of 40 mineral claims located in the Province of Quebec and covering 2,122 hectares, as more particularly described in Schedule "C" attached hereto (the "**Hydro Property**"); and together with the Broken Lake Property and the Heart Lake Property, the "**Property**");

B. DG and Transcend, collectively, are the beneficial holders of a 100% undivided right, title and interest in and to the Property;

C. The Sellers wish to sell to the Buyer and the Buyer wishes to acquire a 100% interest in the Property; and

D. The parties hereby wish to enter into this Purchase Agreement with respect to the Property to formalize the parties' respective interests and ongoing rights and obligations subject to the terms and conditions herein.

**NOW THEREFORE**, this Purchase Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Buyer and Sellers agree as follows:

### ARTICLE 1 INTERPRETATION

- 1.1 **Number and gender**. Words importing the singular number shall include the plural and vice versa; words importing gender (or the lack thereof) shall include all genders or lack thereof interchangeable; and words importing persons shall include corporations and other business enterprises and vice versa.
- 1.2 **Currency**. Unless otherwise expressly stated, all references to currency in this Agreement are references to the lawful currency of Canada.
- 1.3 **Headings**. The use of headings in this Purchase Agreement and the Schedules hereto are solely for ease of reference and shall not affect the interpretation or the construction of any provision hereof.
- 1.4 **References**. Unless otherwise stated, a reference to an Article, Section or other organizational division shall refer to the respective Article, Section or other organizational division of this Purchase Agreement.

#### ARTICLE 2 Purchase & Sale

- 2.1 **Terms of Purchase & Sale**. Subject to the approval of the Canadian Securities Exchange, as applicable, in order to acquire an undivided 100% legal, beneficial, and registered interest in the Property, the Buyer shall:
  - (a) issue an aggregate of 4,000,000 common shares in the capital of the Buyer (the "**Payment** Shares") to DG and Transcend, as set out in Schedule "D" attached hereto;
  - (b) grant an aggregate of 4,000,000 common share purchase warrants (the "**Payment Warrants**", and together with the Payment Shares, the "**Payment Securities**") to DG and Transcend, as set out in Schedule "D" attached hereto, each of which will be exercisable into one common share in the capital of the Buyer (a "**Warrant Share**") at an exercise price of \$0.35 per Warrant Share for a period of two (2) years from the grant date; and
  - (c) pay McCallum cash consideration of \$1.00 (the "**Cash Payment**").
- 2.2 Earning of 100% Interest and Transfer of Title. Upon the Buyer issuing the Payment Shares, granting the Payment Warrants, and making the Cash Payment pursuant to Section 2.1 (the "Effective Date"), the Buyer will have acquired an undivided 100% right, title and interest in the Property. Immediately upon the Buyer earning the full 100% interest, the Sellers shall deliver to the Buyer such duly executed transfer documents respecting the Property in favour of the Buyer as

the Buyer or its counsel may reasonably deem necessary to transfer and assign to the Buyer a 100% legal, beneficial and registered title to the Property.

- 2.3 **Payment Shares**. The Sellers acknowledge and agree that the Payment Shares will be issued and the Payment Warrants will be granted pursuant to the prospectus exemptions contained in National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators and that the Payment Securities may subject to a statutory hold period of four months and one day from the date of distribution.
- 2.4 **United States Security Law Matters.** The Sellers further acknowledge and agree that none of the securities of the Buyer being issued pursuant to this Purchase Agreement have been or will be registered under the U.S. Securities Act or under the securities laws of any state of the United States, and that each of the Sellers is not a U.S. Person at the time of distribution and does not intend to become a U.S. Person.

For the purposes of this Purchase Agreement:

- (a) "**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
- (b) "U.S. Person" has the meaning ascribed thereto in Rule 902(k) of Regulation S under the U.S. Securities Act (the definition of which includes, but is not limited to, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any partnership or corporation organized outside of the United States by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized, or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts, and (iv) any estate or trust of which any executor or administrator or trustee is a U.S. Person); and
- (c) "U.S. Securities Act" means the United States Securities Act of 1933, as amended.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

- 3.1 Sellers' representations and warranties. The Sellers hereby represent and warrant to the Buyer that:
  - (a) if any of them is a company, it is a company duly and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals of its directors, officers, shareholders and others, and any further approvals that may be required in connection therewith, have been obtained or will have been obtained on or prior to the date of this Purchase Agreement to authorize the entering into and delivery of this Purchase Agreement and the taking of all actions required pursuant hereto by such Seller;
  - (b) McCallum is and will be the legal and registered holder of, until the Property is transferred to the Buyer in accordance herewith, a 100% undivided interest in the Property, free and clear of any and all defects, charges, liens and encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect;

- (c) DG and Transcend, collectively, are and will be the beneficial holders of, until the Property is transferred to the Buyer in accordance herewith, a 100% undivided interest in the Property, free and clear of any and all defects, charges, liens and encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect;
- (d) they (i) have not transferred or encumbered, (ii) have not agreed to transfer or encumber, or (iii) will not agree to transfer or encumber all or any of its right, title or interest in and to the Property, except as provided for in this Purchase Agreement;
- (e) to the best of the Seller's knowledge, the Property has been duly and validly staked, located and registered in accordance with the applicable laws, and is in good standing, free and clear of all assessments, charges, liens and encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect;
- (f) there are no known actions, suits, claims, proceedings, litigation or investigations pending, or to the best of the Seller's knowledge after due investigation, threatened, or any judgments outstanding and unsatisfied, against or affecting, any part or all of the Property;
- (g) no other person has any agreement or other right to acquire any interest in the Property;
- (h) there are no known existing, contemplated or threatened governmental prohibition or moratorium on exploration or development work on the Property;
- (i) conditions on and relating to the Property and all previous work or operations conducted by the Seller thereon are in compliance with all applicable laws, regulations or orders relating to environmental matters including, without limitation, waste disposal and storage and neither they, nor to their knowledge any person, have received any notice of any breach of any such laws, and they have no knowledge of any facts which would lead a wellinformed operator in the mining industry to believe there are any environmental liabilities associated with the Property, and there are no known environmental audits, evaluations, assessments or studies relating to the Property;
- (j) to the best of their knowledge, information and belief, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and the conduct of operations related thereto, they have not received any notice of the same and they are not aware of any basis on which any such order or direction could be made;
- (k) full and complete copies of all available exploration information and data, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) concerning the Property in its possession or control have been provided to the Buyer;
- (l) they have all material permits, authorizations, licences, registrations and certificates necessary to carry on their business as currently conducted and as contemplated by this Purchase Agreement;
- (m) they have the full and undisputed power, right and authority to enter into and deliver this Purchase Agreement, to perform and observe the covenants and conditions on its part to be performed and observed herein, and to deal with the Property as provided for in this Purchase Agreement;

- (i) any of the terms and provisions of any law applicable to the Seller;
- (ii) any agreement, written or oral, to which the Seller may be a party or by which the Seller is or may be bound; or
- (iii) if not an individual, the constating documents of the Seller or of any resolution of its directors or shareholders;
- (o) this Purchase Agreement has been duly executed and delivered by the Seller and it constitutes a valid, legal and binding agreement enforceable against the Seller in accordance with its terms;
- (p) the Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (q) the Seller is not aware of any material fact or circumstance which has not been disclosed to the Buyer, which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which may be material in the Buyer's decision to enter into this Purchase Agreement.

### 3.2 Survival

The Sellers acknowledge that the Buyer is relying on the representations and warranties contained in Section 3.1 in entering into this Purchase Agreement and that such representations and warranties are continuing and survive the execution of this Purchase Agreement for a period of 12 months from the Effective Date.

- 3.3 **Buyer's representations and warranties**. The Buyer represents and warrants to the Sellers that:
  - (a) it is a company duly and validly subsisting under the laws of the Province of British Columbia, and all necessary approvals of its directors and officers, and any further approvals that may be required in connection therewith, have been or will have been obtained to authorize the entering into and delivery of this Purchase Agreement and the taking of all actions required pursuant hereto by the Buyer;
  - (b) it has the full and undisputed power, right and authority to enter into and deliver this Purchase Agreement, to perform and observe the covenants and conditions to be performed and observed herein, and to deal with the Property as provided for in this Purchase Agreement;
  - (c) neither the execution or delivery of this Purchase Agreement, nor the performance or observance of the provisions hereof, will conflict with or result in the violation, contravention or breach of, or constitute or result in a default under:
    - (i) any of the terms and provisions of any law applicable to the Buyer;

- (ii) any agreement, written or oral, to which the Buyer may be a party or by which the Buyer is or may be bound; or
- (iii) the constating documents of the Buyer or of any resolution of its directors or shareholders;
- (d) this Purchase Agreement has been duly executed and delivered by the Buyer and it constitutes a valid, legal and binding agreement enforceable against the Buyer in accordance with its terms; and
- (e) the Buyer is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

### ARTICLE 4 INDEMNITIES

- 4.1 **Mutual Indemnity.** Each party hereto shall and does hereby indemnify and save harmless the other, as well as the other's directors, officers, employees, servants, agents, contractors and shareholders, from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever arising by virtue of or in respect of any inaccuracy, misstatement, misrepresentation, act or omission made by such party in connection with any matter set out herein, and any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever related or incidental thereto.
- 4.2 **Survival of Indemnities.** Notwithstanding any other provision of this Purchase Agreement, the indemnities provided herein shall remain in full force and effect until all possible liabilities of the persons indemnified thereby are extinguished by the operation of law and will not be limited to or affected by any other indemnity obtained by such indemnified persons from any other person.
- 4.3 **No Waiver.** No investigation made by or on behalf of either of the parties hereto at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other party herein or pursuant hereto. No waiver by either of the parties hereto of any provision herein, in whole or in part, shall operate as a waiver of any other provision herein.

### ARTICLE 5 GENERAL

- 5.1 **Notices**. All notices, communications and other documents required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by prepaid registered mail, electronic mail or by facsimile transmission (with confirmed receipt) to the recipient as follows:
  - (a) in the case of the Buyer:

Manning Ventures Inc. 303 – 750 West Pender Street Vancouver, BC V6C 2T7

Attention: Alex Klenman, CEO

Email: [Email Address Redacted]

(b) in the case of the Sellers:

DG Resource Management Ltd. Suite 103, 10183 - 112 Street Edmonton, AB T5K 1M1

Attention: Jody Dahrouge, Director Email: [Email Address Redacted]

and shall be deemed to be validly given and received (i) if personally delivered or sent by electronic mail or by facsimile transmission (with confirmed receipt), on the date of delivery or transmission if delivered or transmitted during normal business hours and on the next business day following the date of delivery or transmission if delivered or transmitted after normal business hours; and (ii) if sent by prepaid registered mail, on the date which is five (5) business days after the date of mailing excluding all days in which postal service is disrupted. Either party may from time to time change its address by notice to the other in accordance with this Section 5.1.

- 5.2 **Entire agreement**. This Purchase Agreement sets forth the entire agreement between the parties, and any persons who have in the past or who are now representing either of the parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the parties or any of them with respect to the subject matter hereof.
- 5.3 **Further Assurances**. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments and assurances, and to do such further acts and things, as may be necessary or desirable to give effect to this Purchase Agreement, including but not limited to such as may be required for registering or recording changes in the ownership interests in the Property.
- 5.4 **Enurement**. This Purchase Agreement shall enure to the benefit of and be binding on the parties and their respective executors, heirs, administrators, successors and permitted assigns.
- 5.5 **Confidentiality**. The parties agree to maintain the highest level of confidentiality with respect to this Purchase Agreement and all matters relating to the Property, except for matters required to be publicly disclosed by law or the rules or policies of any regulatory authority, stock exchange or quotation system.
- 5.6 **Arbitration.** Any dispute or conflict between the parties under this Purchase Agreement which cannot be settled by them shall be submitted to a mutually agreeable mediator who will have no authority to bind the parties and, in the event that mediation efforts are unsuccessful, to a single arbitrator pursuant to the provisions of the *Commercial Arbitration Act* (British Columbia) or, if the parties cannot agree upon a single arbitrator, to three arbitrators, one appointed by the Buyer, one appointed by the Sellers and a third appointed by the arbitrators appointed by the parties. Arbitration proceedings shall take place in Vancouver, British Columbia, at such place that the arbitrator or arbitrators shall determine.
- 5.7 **Governing law**. This Purchase Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties agree that the courts of the Province of British Columbia shall have sole jurisdiction to entertain any action or other legal proceedings

based on any provisions of this Purchase Agreement, and the parties agree to attorn to the jurisdiction of such courts.

- 5.8 **Counterparts and delivery**. The parties may execute this Purchase Agreement in counterparts and deliver same by facsimile or other electronic transmission, each being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.
- 5.9 **Time**. Time shall be of the essence hereof.
- 5.10 **Severability**. If any one or more of the provisions or parts thereof contained in this Purchase Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Purchase Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.
- 5.11 **Assignment**. Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto.
- 5.12 **Waiver**. Any party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other parties, (ii) waive compliance with the other parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other parties' representations or warranties contained herein or in any document delivered by the other parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

[signature page follows]

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

## DG RESOURCE MANAGEMENT LTD.

Per: <u>"Jody Dahrouge</u>" Authorized Signatory

## TRANSCEND CAPITAL INC.

Per: <u>"Etienne Moshevich"</u> Authorized Signatory

## MANNING VENTURES INC.

Per: <u>"Alex Klenman"</u> Authorized Signatory

Signed, Sealed and Delivered by <b>NEIL MCCALLUM</b> in the presence of:	
[Witness Personal Information Redacted]       )         Witness (Signature)       )	
[Witness Personal Information Redacted]       )         Name (please print)       )	1
[Witness Personal Information Redacted]       )         Address       )	
[Witness Personal Information Redacted]       )         City, Province       )	
[Witness Personal Information Redacted] ) Occupation )	

"Neil McCallum"

## NEIL MCCALLUM

## Schedule "A"

## Broken Lake Property – List of Claims

<u>NTS Sheet</u>	<u>Area</u> (Ha)	<u>Type</u> <u>of</u> <u>Title</u>	<u>Title.</u> <u>No.</u>	<u>Status</u>	Date of Registration	Expiry Date	Required Work	Required Fees	<u>Title Holder</u> (Name, Number, and Percentage)
NTS 23B05	52.63	CDC	2607459	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
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NTS 23B05	52.62	CDC	2607468	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

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NTS 23B05	52.62	CDC	2607476	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
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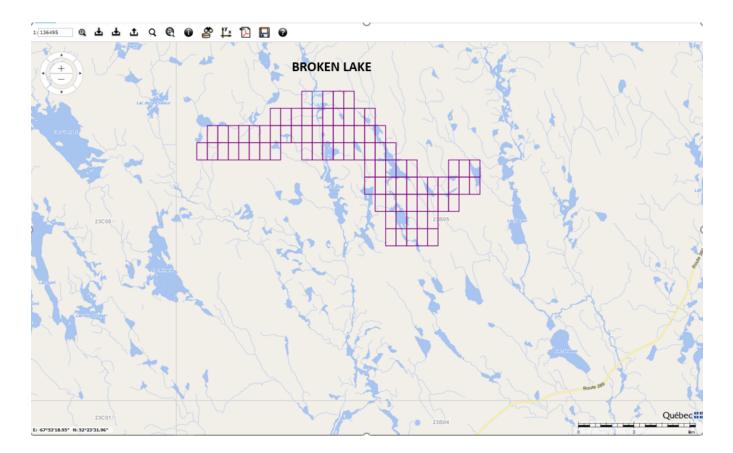
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NTS 23B05	52.59	CDC	2607506	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607507	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607508	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607509	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607510	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607511	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607512	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.59	CDC	2607513	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607514	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607515	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607516	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

r	r	1	1	1		T	r	r	
NTS 23B05	52.58	CDC	2607517	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607518	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607519	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607520	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607521	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607522	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.58	CDC	2607523	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.65	CDC	2607617	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.65	CDC	2607618	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.65	CDC	2607619	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.65	CDC	2607620	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.65	CDC	2607621	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

r	r	1	r	1		T	r	r	
NTS 23B05	52.64	CDC	2607622	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.64	CDC	2607623	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.64	CDC	2607624	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.64	CDC	2607625	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.64	CDC	2607626	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.63	CDC	2607627	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.61	CDC	2607628	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.61	CDC	2607629	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.6	CDC	2607630	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.6	CDC	2607631	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.6	CDC	2607632	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.57	CDC	2607633	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

NTS 23B05	52.57	CDC	2607634	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.57	CDC	2607635	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.57	CDC	2607636	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B05	52.57	CDC	2607637	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)



# <u>Broken Lake Property – Property Map</u>

## Schedule "B"

## Heart Lake Property – List of Claims

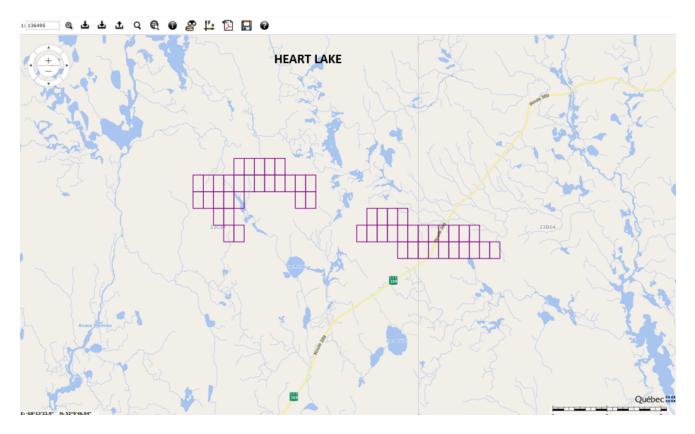
NTS Sheet	<u>Area</u> (Ha)	<u>Type</u> of Title	<u>Title.</u> <u>No.</u>	<u>Status</u>	Date of Registration	<u>Expiry</u> Date	<u>Required</u> <u>Work</u>	<u>Required</u> <u>Fees</u>	<u>Title Holder (Name,</u> <u>Number, and</u> <u>Percentage)</u>
NTS 23B04	52.89	CDC	2607524	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607525	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607526	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607527	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607528	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607529	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607530	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.89	CDC	2607531	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.88	CDC	2607532	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.88	CDC	2607533	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

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NTS 23B04	52.88	CDC	2607534	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.88	CDC	2607535	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.88	CDC	2607536	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	52.88	CDC	2607537	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.89	CDC	2607538	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.89	CDC	2607539	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607540	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607541	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607542	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607543	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607544	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607545	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

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NTS 23C01	52.88	CDC	2607546	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.88	CDC	2607547	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607548	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607549	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607550	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607551	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607552	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.87	CDC	2607553	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607554	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607555	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607556	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607557	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

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NTS 23C01	52.86	CDC	2607558	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607559	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.86	CDC	2607560	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607561	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607562	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607563	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607564	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607565	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607566	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607567	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607568	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.85	CDC	2607569	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

NTS 23C01	52.85	CDC	2607570	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
					5/11/2021	5/10/2023			Neil McCallum (84277) 100 %
NTS 23C01	52.85	CDC	2607571 2607572	Active	0:00 5/11/2021 0:00	23:59 5/10/2023 23:59	135	156	(responsible) Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.83	CDC	2607573	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.84	CDC	2607574	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.84	CDC	2607575	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.84	CDC	2607576	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23C01	52.84	CDC	2607577	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)



# <u>Heart Lake Property – Property Map</u>

## Schedule "C"

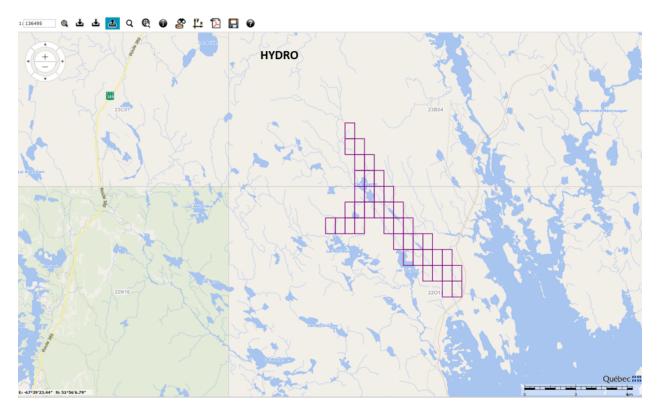
## **<u>Hydro Property – List of Claims</u>**

NTS Sheet	<u>Area</u> (Ha)	<u>Type</u> of Title	<u>Title.</u> <u>No.</u>	<u>Status</u>	Date of Registration	<u>Expiry</u> <u>Date</u>	<u>Required</u> <u>Work</u>	<u>Required</u> <u>Fees</u>	<u>Title Holder (Name,</u> <u>Number, and</u> <u>Percentage)</u>
NTS 22013	53.1	CDC	2607578	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.1	CDC	2607579	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.09	CDC	2607580	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.09	CDC	2607581	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.09	CDC	2607582	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.08	CDC	2607583	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.08	CDC	2607584	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.08	CDC	2607585	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.08	CDC	2607586	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.08	CDC	2607587	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)

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NTS 22013	53.07	CDC	2607588	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.07	CDC	2607589	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.07	CDC	2607590	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.07	CDC	2607591	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607592	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607593	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607594	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607595	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607596	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607597	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.06	CDC	2607598	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.05	CDC	2607599	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)

NTS 22013	53.05	CDC	2607600	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.05	CDC	2607601	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.05	CDC	2607602	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.05	CDC	2607603	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.05	CDC	2607604	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.04	CDC	2607605	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.04	CDC	2607606	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.04	CDC	2607607	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.04	CDC	2607608	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.03	CDC	2607609	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.03	CDC	2607610	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.03	CDC	2607611	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)

NTS 23B04	53.02	CDC	2607612	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.02	CDC	2607613	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.01	CDC	2607614	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53.01	CDC	2607615	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 23B04	53	CDC	2607616	Active	5/11/2021 0:00	5/10/2023 23:59	135	156	Neil McCallum (84277) 100 % (responsible)
NTS 22013	53.09	CDC	2607638	Active	5/11/2021 0:00	5/10/2023 23:59	1200	67	Neil McCallum (84277) 100 % (responsible)



# <u>Hydro Property – Property Map</u>

- 29 -

## Schedule "D"

## **Description of Sellers' Interest in the Property**

<u>Seller</u>	Interest in the Property	<u># of Payment</u> <u>Shares to be</u> <u>Issued</u>	<u># of Payment</u> <u>Warrants to be</u> <u>Granted</u>	<u>Cash Payment to</u> <u>be Paid</u>
DG Resource Management Ltd.	50% beneficial interest	2,000,000	2,000,000	N/A
Transcend Capital Inc.	50% beneficial interest	2,000,000	2,000,000	N/A
Neil McCallum	100% legal and registered interest	N/A	N/A	\$1.00