

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 12, 2021 (the “**Execution Date**”)

BETWEEN:

**HALCYON VENTURES LTD.**  
a British Columbia corporation  
  
(the “**Purchaser**”)

AND:

**EMIGRANT SPRINGS GOLD CORPORATION**  
a Nevada corporation  
  
(the “**Vendor**”)

WHEREAS:

- A. The Vendor is the registered and beneficial owner of the Assets (as defined herein); and
- B. The Vendor desires to sell to the Purchaser, and the Purchaser desires to purchase from the Vendor, the Assets, on the terms and subject to conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

### 1. INTERPRETATION

1.1 Definitions. In this Agreement:

- (a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;
- (b) “**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term “controlled” has a corresponding meaning; provided that, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person;
- (c) “**Agreement**” means this asset purchase agreement, including the recitals and all schedules attached hereto (if any), as amended from time to time;

- (d) **“Assets”** means the Property, the Books and Records, and any maps, drill core samples, assays, geological and other technical reports, studies, designs, plans, intellectual property, and financial or other records related to the Property currently in the possession or under the control of the Vendor;
- (e) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business respecting the Assets;
- (f) **“Business Day”** means any day which is not a Saturday, a Sunday or a day observed as a holiday under the laws of the Province of British Columbia;
- (g) **“Canadian Securities Laws”** means, collectively, the applicable securities legislation and related rules, regulations, instruments and published policy statements of each of the applicable Provinces and Territories of Canada;
- (h) **“Closing”** means the completion of the purchase and sale of the Assets pursuant to this Agreement;
- (i) **“Closing Date”** means the date that is three (3) Business Days after the Execution Date, or such other date as mutually agreed to by the Parties;
- (j) **“Encumbrances”** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Vendor or the Assets;
- (k) **“Environmental Laws”** means all applicable Laws relating to the protection of the environment or to employee or public health and safety or that regulate, ascribe, provide for or pertain to liabilities or obligations in relation to the existence, use, production, manufacture, processing, distribution, transport, handling, storage, removal, treatment, disposal or the Release of Hazardous Substances in the environment, including civil responsibility for acts or omissions with respect to the environment;
- (l) **“Execution Date”** has the meaning attributed thereto in the recitals of this Agreement;
- (m) **“Governmental Authority”** means any: (a) court, tribunal, judicial body or arbitral body or arbitrator; (b) domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) subdivision or authority of any of the foregoing; (d) quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) stock or securities exchange; and (f) public utility authority;

- (n) **“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;
- (o) **“Hazardous Substance”** means any waste or other substance or material that is regulated, listed, defined, designated or classified as, or otherwise determined to be, dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws or which could give rise to liability under any Environmental Laws;
- (p) **“Law”** means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority;
- (q) **“Parties”** means, collectively, the Vendor and the Purchaser, and **“Party”** means any of them;
- (r) **“Payment Shares”** has the meaning attributed thereto in Section 2.2;
- (s) **“Permitted Encumbrances”** means:
  - (i) easements, rights of way, servitude and similar rights in land including, but not limited to, rights of way and servitude for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric power, telephone, telegraph or cable television conduits, poles, wires and cables which individually or in the aggregate do not materially interfere with the present use, operation or marketability of the Property;
  - (ii) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, grant or permit forming part of the Property, or by any statutory provision, to terminate any such lease, licence, grant or permit or to require annual or other periodic payments as a condition of the continuance of them, as well as all other reservations, limitations, provisos and conditions in any original grant from Governmental Authorities, which are not material;
  - (iii) the right of any Governmental Authority to levy Taxes on minerals or the revenue therefrom and governmental restrictions on production rates on the operation of a mine on the Property, as well as all other rights vested in any Governmental Authority to control or regulate the Property pursuant to applicable Laws; and
  - (iv) any statutory liens, charges or other Encumbrances for current Taxes not yet due and owing; assessments or governmental charges; or incurred, created and granted in the ordinary course of business to a public utility or Governmental Authority in connection with operations conducted with respect to the Property; but only to the extent those liens, charges or other Encumbrances relate to costs for which payment is not yet due and owing;
- (t) **“Person”** means an individual, body corporate with or without share capital, partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;
- (u) **“Property”** means the mineral claims comprising the Deer Musk West Project, as further described in Schedule “A” attached hereto;

- (v) **"Purchaser"** has the meaning attributed thereto in the recitals of this Agreement;
  - (w) **"Representative"** means, with respect to any Person, any and all, directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person;
  - (x) **"Tax"** or **"Taxes"** means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including HST/GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed; and
  - (y) **"Vendor"** has the meaning attributed thereto in the recitals of this Agreement.
- 1.2 Time of the Essence. Time shall be of the essence of each provision of this Agreement. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.
- 1.3 Calculation of Time. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- 1.4 Business Days. Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be taken or made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.
- 1.5 Currency. Unless otherwise specified, all references to amounts of money in this Agreement refer to Canadian dollars.
- 1.6 Headings. The descriptive headings preceding sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such sections. The division of this Agreement into sections shall not affect the interpretation of this Agreement.
- 1.7 Plurals and Gender. Words in the singular include the plural and vice versa and words in one gender include all genders.
- 1.8 Statutory References. Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder) as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.9 Schedules. The following schedules are attached to this Agreement and incorporated herein:

Schedule "A" – List of Claims and Claim Map

## 2. PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. At the Closing, the Vendor shall sell, transfer, convey and absolutely assign all of the Vendor's right, title and interest in and to the Assets to the Purchaser, and the Purchaser shall purchase and acquire the Assets from the Vendor.

2.2 Purchase Price. The purchase price for the Assets shall be \$40,000, payable by the Purchaser to the Vendor or at the Vendor's direction in the form of 2,000,000 common shares in the capital of the Purchaser (the "**Payment Shares**") at a deemed price of \$0.02 per share.

2.3 Attributes of Payment Shares. The Vendor acknowledges that the Payment Shares shall be subject to (a) all hold periods required under Canadian Securities Laws and applicable federal and state securities Laws in the United States, and (b) the policies of any securities regulatory authority having jurisdiction.

## 3. CLOSING ARRANGEMENTS

3.1 Closing Transactions.

(a) At the Closing, the Purchaser shall deliver to the Vendor:

- (i) evidence that the Payment Shares have been issued in the name of the Vendor or as the Vendor may otherwise direct the Purchaser in writing; and
- (ii) such other materials that are, in the opinion of the Vendor, acting reasonably, required to be delivered by the Purchaser in order for the Purchaser to have met its obligations under this Agreement.

(b) At the Closing, the Vendor shall deliver to Purchaser:

- (i) all deeds of conveyance, bills of sale, transfers, assignments and assumptions, in form and content satisfactory to the Purchaser, appropriate to effectively vest a good and marketable title to the Assets in the Purchaser to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;
- (ii) possession of the Assets, as applicable;
- (iii) the Books and Records; and
- (iv) such other materials that are, in the opinion of the Purchaser, acting reasonably, required to be delivered by the Vendor in order for the Vendor to have met its obligations under this Agreement.

3.2 Assets Held in Trust. The Parties acknowledge that the transfer of title to the Property will occur at the Closing. Until title to the Property has been transferred, the Vendor agrees to hold the same for the Purchaser for the sole and exclusive use, benefit and advantage of the Purchaser.

#### 4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor. The Vendor hereby represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on such representations and warranties in completing the transactions contemplated by this Agreement) that:

- (a) Corporate.
  - (i) The Vendor is a corporation incorporated and validly existing under the Laws of the State of Nevada. No steps or proceedings have been taken to authorize or require any discontinuance or dissolution or, to the Vendor's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Vendor, whether under such Laws or otherwise.
  - (ii) All corporate actions taken by the Vendor in connection with this Agreement have been duly authorized.
  - (iii) The Vendor has submitted all notices or returns of corporate information and other filings required by Law to be submitted by the Vendor to any Governmental Authority.
  - (iv) The Vendor has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by the Vendor, including the Assets, and to carry on its business as it has been and is currently conducted.
- (b) Authority. The Vendor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.
- (c) Binding Agreement, Validity of Transactions. This Agreement constitutes a legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms (subject, as to the enforcement of remedies, to bankruptcy, reorganization, insolvency, moratorium, and other laws relating to or affecting creditors' rights generally and subject to the availability of equitable remedies). The execution and delivery of this Agreement by the Vendor, the consummation of the transactions contemplated hereby, and the fulfilment by the Vendor of its obligations hereunder will not contravene or violate or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of (i) any obligations of the Vendor under any Law applicable to the Vendor; (ii) any judgment, order, writ, injunction, award or decree of any court or of any Governmental Authority which is applicable to the Vendor; or (iii) the provisions of any license, permit, approval, authorization, consent, agreement, arrangement or understanding to which the Vendor is a party or by which the Vendor is bound.
- (d) Consents and Releases. No consent, release, approval or authorization of, or declaration, filing (other than administrative filings with Tax authorities, companies' registries and the like) or registration with any Governmental Authority is required to be made or obtained by the Vendor prior to, or as a condition of, the consummation of the transactions contemplated in this Agreement.
- (e) Legal Proceedings. There are no Actions pending, or to the Vendor's knowledge, threatened: (a) against or by the Vendor or any Affiliate of the Vendor affecting any of the Assets; or (b) against or by the Vendor or any Affiliate of the Vendor that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(f) The Property.

- (i) The Vendor has acquired and holds beneficially a 100% registered (whether registered in the name of a previous owner, under its current name, or under a prior name) interest in the Property, free and clear of all Encumbrances except for Permitted Encumbrances.
- (ii) The Vendor is in exclusive and peaceful possession of the Property.
- (iii) The description of the Property set forth in Schedule "A" is true and correct.
- (iv) Except for the Permitted Encumbrances, and the rights of the Purchaser under this Agreement, the Vendor has not done any act or suffered or permitted any action to be done whereby any Person may acquire any interest in or to the Property or minerals to be mined or removed from the Property.
- (v) Except for the Permitted Encumbrances, no Person has any right under preferential, earn-in, royalty, pre-emptive or first purchase rights, options or otherwise to acquire any interest in the Property.
- (vi) There is no actual, threatened or, contemplated Action or challenge relating to the Property, nor to the best of the Vendor's information, knowledge and belief, is there any basis therefor, and there is not presently outstanding against the Vendor or any of its Affiliates, any judgment, decree, injunction, rule or order of any court, Governmental Authority or arbitrator which would have a material adverse effect upon the Property.
- (vii) To the Vendor's knowledge, there are no Actions or rights being asserted by any Person, including without limitation any first nations or indigenous group, with respect to the Property.
- (viii) Neither the Vendor nor any of its Affiliates has caused, permitted or allowed any Hazardous Substances to be released, stored, shipped, handled, treated, discharged, placed, escaped, leached or disposed of on, into, under or through the lands (including watercourses, improvements thereon and contents thereof) comprising the Property or nearby areas or breached the provisions of applicable Environmental Laws and, so far as the Vendor is aware, no Hazardous Substances or underground storage tanks are contained, harboured or otherwise present in or upon such lands (including watercourses, improvements thereon and contents thereof or nearby areas) and such lands have not been used at any time by any Person as a landfill or waste disposal site.
- (ix) All Taxes, assessments, rentals, levies and other payments, as well as all reports, relating to the Property and required to be made, performed and filed to and with any Governmental Authority in order to maintain the Property in good standing have been so made, performed or filed, as the case may be.
- (x) The Property is in good standing and in compliance with all applicable Laws, including requirements pertaining to rehabilitation and/or restoration plans and associated financial guarantees and reclamation bonds, and any other applicable Laws.
- (xi) There are no adverse Actions or challenges against, or to the ownership of, or title to, the Property or substances thereon, therein or therefrom nor to the Vendor's knowledge, is there any basis therefor.

- (xii) All necessary information and data (including, without limitation, all geological, geophysical and assay results and maps) concerning the Property and prior work carried out thereon within the Vendor's actual knowledge has been disclosed and provided to the Purchaser.
  - (xiii) The Property and all operations thereon are and at all times have been in compliance in all material respects with all applicable Laws, including all Environmental Laws, and are not causing or permitting any danger or liabilities with respect to the environment.
  - (xiv) The Vendor holds all authorizations required in connection with its ownership of, and operation of, the Property.
  - (xv) To the Vendor's knowledge, there are no Hazardous Substances located on, at, in or under the Property in violation or in excess of applicable limits pursuant to Environmental Laws.
  - (xvi) The Vendor has not received any notice of or communication relating to, whether written or oral, any actual or alleged breach of or actual or potential liability pursuant to any Environmental Laws, and there are no outstanding or, to the Vendor's knowledge, threatened Actions, work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out thereon.
  - (xvii) The Vendor is not a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Property and, except for this Agreement, no agreements have been entered by the Vendor or any of its Affiliates and any other Person with respect to the Property.
- (g) Finder's Fees. The Vendor has not incurred any obligation or liability, contingent or otherwise, for brokers', consulting, legal or finders' fees in respect of the transactions contemplated by this Agreement for which the Purchaser shall have any obligation or liability.

4.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Vendor (and acknowledges that the Vendor is relying on such representations and warranties in completing the transactions contemplated by this Agreement) that:

- (a) Corporate.
  - (i) The Purchaser is a corporation incorporated and validly existing under the laws of the Province of British Columbia. No steps or proceedings have been taken to authorize or require any discontinuance, dissolution or, to the Purchaser's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Purchaser, whether under such Laws or otherwise.
  - (ii) All corporate actions taken by the Purchaser in connection with this Agreement has been duly authorized.
  - (iii) The Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by the Purchaser to any Governmental Authority.



- (iv) The Purchaser has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by the Purchaser and to carry on its business as it has been and is currently conducted.
  - (b) Authority. The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.
  - (c) Binding Agreement, Validity of Transactions. This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms (subject, as to the enforcement of remedies, to bankruptcy, reorganization, insolvency, moratorium, and other laws relating to or affecting creditors' rights generally and subject to the availability of equitable remedies). The execution and delivery of this Agreement by the Purchaser, the consummation of the transactions contemplated hereby, and the fulfilment by the Purchaser of its obligations hereunder will not contravene or violate or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of (i) any obligations of the Purchaser under any Law applicable to the Purchaser; (ii) any judgement, order, writ, injunction, award or decree of any court or of any Governmental Authority applicable to the Purchaser; or (iii) the provisions of any license, permit, approval, authorization, consent, agreement, arrangement or understanding to which the Purchaser is a party or by which the Purchaser is bound.
  - (d) Capitalization.
    - (i) The authorized capital of the Purchaser consists of an unlimited number of common shares of which 10,100,000 are presently issued and outstanding.
    - (ii) On issuance, the Payment Shares will be duly authorized, validly issued, fully paid and non-assessable common shares of the Purchaser.
  - (e) Consents and Releases. No consent, release, approval or authorization of, or declaration, filing (other than administrative filings with Tax authorities, corporate registries and the like) or registration with any Governmental Authority is required to be made or obtained by the Purchaser prior to, or as a condition of, the consummation of the transactions contemplated in this Agreement.
  - (f) Finder's Fees. The Purchaser has not incurred any obligation or liability, contingent or otherwise, for brokers', consulting, legal or finders' fees in respect of the transactions contemplated by this Agreement for which the Vendor shall have any obligation or liability.
- 4.3 Survival of Vendor's Representations and Warranties. The representations and warranties of the Vendor contained in this Agreement or in any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Purchaser for two (2) years.
- 4.4 Survival of Purchaser's Representations and Warranties. The representations and warranties of the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Vendor for two (2) years.
- 5. ADDITIONAL COVENANTS**
- 5.1 Confidentiality. Each Party shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning this Agreement, except to the extent that the Party can show that such information: (a) is generally available to, and known by, the public

through no fault of the Party, any of its Affiliates or any of their respective Representatives; or (b) is lawfully acquired by the Party, any of its Affiliates or any of their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party, any of its Affiliates or any of their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that it is advised by its legal counsel in writing is legally required to be disclosed; provided that such Party shall use commercially reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

- 5.2 Governmental Filings, Approvals and Consents. The Vendor and the Purchaser shall use their respective commercially reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described herein.
- 5.3 Public Announcements. Unless otherwise required by applicable Law, neither Party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and content of any such announcement.
- 5.4 Further Assurances. On and following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

## **6. GENERAL**

- 6.1 Termination. This Agreement may be terminated by:
- (a) written agreement of the Parties;
  - (b) if the Closing Date has not occurred within 60 days of the Execution Date;
  - (c) delivery of written notice from the Purchaser to the Vendor of a material breach of this Agreement which the Vendor has not cured within 10 days of receipt of such notice; or
  - (d) delivery of written notice from the Vendor to the Purchaser of a material breach of this Agreement which the Purchaser has not cured within 10 days of receipt of such notice.

Upon the occurrence of any of the events set out in this Section 6.1, this Agreement shall immediately terminate and the Parties will have no further obligations hereunder except as provided in Sections 5.1, 5.3 and 6.2, which obligations shall survive the termination of this Agreement.

- 6.2 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of legal counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.
- 6.3 Assignment and Enurement. Neither this Agreement nor any benefits or duties accruing under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

- 6.4 Entire Agreement. This Agreement, including any document delivered pursuant hereto, constitutes the entire agreement between the Parties with respect to the matters described herein and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter hereof. There are no other covenants, agreements, representations, warranties, conditions, whether direct or collateral, express or implied, that form part of or affect this Agreement except as otherwise provided herein. The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, promises, agreements or statements not incorporated into this Agreement. This Agreement shall not be amended, added to or qualified except by written agreement signed by each of the Parties.
- 6.5 Waiver. Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing and signed by the Party or Parties providing such waiver. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all other terms, covenants and conditions in this Agreement.
- 6.6 Notices. All notices, requests, demands or other communications required or permitted to be given by one Party to another under this Agreement shall be given in writing and delivered by personal delivery or delivery by recognized commercial courier, sent by email or delivered by registered mail, postage prepaid, addressed as follows:

For the Purchaser:

Halcyon Ventures Ltd.  
Suite 306 – 1110 Hamilton Street  
Vancouver, BC V6B 2S2

Attention: Saman Eskandari  
Email: hdsam@live.com

For the Vendor:

Emigrant Springs Gold Corporation  
15550 Scenic Place  
Lynden, WA 98624

Attention: Eric Schjelderup  
Email: drmjcorp@gmail.com

or at such other address as one Party may from time to time may notify the other Party in writing. Any notice given by personal delivery or by courier to the Party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the notice is received after 4:00 p.m. (addressee's local time), then the notice shall be deemed to have been given and received on the next Business Day. Any notice given by prepaid registered mail shall be deemed to have been given and received on the second Business Day following the date of its mailing. Any notice given by email shall be deemed to have been given and received the following Business Day after the email is sent.

- 6.7 Severability. If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.

- 6.8 Execution by Facsimile or Electronic Format. The signature of either of the Parties may be evidenced by a facsimile or portable document format (.pdf) copy of this Agreement bearing such signature.
- 6.9 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts, taken together, shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the Execution Date.
- 6.10 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

**HALCYON VENTURES LTD.**

By:

"Saman Eskandari"

Saman Eskandari, CEO

**EMIGRANT SPRINGS GOLD CORPORATION**

By:

"Eric Schjelderup"

Eric Schjelderup, President

**SCHEDULE "A"**

**THE PROPERTY**

List of Mineral Claims

<b>DM_ID</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Claim</b>	<b>Shape Area</b>	<b>Acres</b>
DMW 1	-117.6919	37.6854	DMW 1	82422.52	20.37
DMW 2	-117.6896	37.6854	DMW 2	82455.18	20.38
DMW 3	-117.6873	37.6854	DMW 3	82488.68	20.38
DMW 4	-117.6850	37.6854	DMW 4	82522.94	20.39
DMW 5	-117.6918	37.6818	DMW 5	82104.28	20.29
DMW 6	-117.6895	37.6818	DMW 6	82137.57	20.30
DMW 7	-117.6872	37.6818	DMW 7	82170.78	20.30
DMW 8	-117.6849	37.6818	DMW 8	82204.44	20.31
DMW 9	-117.6916	37.6781	DMW 9	81799.54	20.21
DMW 10	-117.6893	37.6781	DMW 10	81828.76	20.22
DMW 11	-117.6870	37.6781	DMW 11	81858.26	20.23
DMW 12	-117.6847	37.6781	DMW 12	81887.50	20.23
DMW 13	-117.6915	37.6745	DMW 13	81480.90	20.13
DMW 14	-117.6892	37.6745	DMW 14	81511.09	20.14
DMW 15	-117.6869	37.6745	DMW 15	81540.41	20.15
DMW 16	-117.6846	37.6745	DMW 16	81568.73	20.16
DMW 17	-117.7003	37.6709	DMW 17	78409.67	19.38
DMW 18	-117.6981	37.6709	DMW 18	78367.95	19.37
DMW 19	-117.6959	37.6709	DMW 19	81760.23	20.20
DMW 20	-117.6936	37.6709	DMW 20	81716.71	20.19
DMW 21	-117.6913	37.6709	DMW 21	81675.74	20.18
DMW 22	-117.6890	37.6708	DMW 22	81632.83	20.17
DMW 23	-117.6867	37.6708	DMW 23	81590.51	20.16
DMW 24	-117.6845	37.6708	DMW 24	81549.73	20.15
DMW 25	-117.7003	37.6672	DMW 25	77459.58	19.14
DMW 26	-117.6981	37.6672	DMW 26	77419.33	19.13
DMW 27	-117.6959	37.6672	DMW 27	81795.03	20.21
DMW 28	-117.6936	37.6672	DMW 28	81749.97	20.20
DMW 29	-117.6913	37.6672	DMW 29	81705.87	20.19
DMW 30	-117.6890	37.6672	DMW 30	81664.17	20.18
DMW 31	-117.6867	37.6672	DMW 31	81622.11	20.17
DMW 32	-117.6844	37.6672	DMW 32	81580.16	20.16
DMW 33	-117.7002	37.6635	DMW 33	76510.78	18.91
DMW 34	-117.6980	37.6635	DMW 34	76474.01	18.90
DMW 35	-117.6958	37.6635	DMW 35	81837.68	20.22
DMW 36	-117.6935	37.6635	DMW 36	81795.68	20.21
DMW 37	-117.6913	37.6635	DMW 37	81747.53	20.20

<b>DM_ID</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Claim</b>	<b>Shape Area</b>	<b>Acres</b>
DMW 38	-117.6890	37.6635	DMW 38	81702.12	20.19
DMW 39	-117.6867	37.6635	DMW 39	81656.96	20.18
DMW 40	-117.6844	37.6635	DMW 40	81611.58	20.17
DMW 41	-117.7001	37.6599	DMW 41	75559.29	18.67
DMW 42	-117.6980	37.6599	DMW 42	75523.98	18.66
DMW 43	-117.6958	37.6599	DMW 43	81872.79	20.23
DMW 44	-117.6935	37.6599	DMW 44	81829.55	20.22
DMW 45	-117.6912	37.6599	DMW 45	81777.54	20.21
DMW 46	-117.6889	37.6599	DMW 46	81733.07	20.20
DMW 47	-117.6867	37.6599	DMW 47	81688.17	20.19
DMW 48	-117.6844	37.6599	DMW 48	81641.85	20.17
DMW 49	-117.6822	37.6709	DMW 49	82033.37	20.27
DMW 50	-117.6799	37.6709	DMW 50	82008.91	20.26
DMW 51	-117.6776	37.6709	DMW 51	81985.27	20.26
DMW 52	-117.6753	37.6709	DMW 52	81962.64	20.25
DMW 53	-117.6730	37.6709	DMW 53	81940.35	20.25
DMW 54	-117.6707	37.6709	DMW 54	81917.97	20.24
DMW 55	-117.6684	37.6709	DMW 55	81896.53	20.24
DMW 56	-117.6661	37.6709	DMW 56	81876.09	20.23
DMW 57	-117.6821	37.6672	DMW 57	82006.17	20.26
DMW 58	-117.6798	37.6672	DMW 58	81982.59	20.26
DMW 59	-117.6775	37.6672	DMW 59	81958.80	20.25
DMW 60	-117.6752	37.6672	DMW 60	81935.56	20.25
DMW 61	-117.6729	37.6673	DMW 61	81913.17	20.24
DMW 62	-117.6706	37.6673	DMW 62	81891.82	20.24
DMW 63	-117.6683	37.6673	DMW 63	81870.58	20.23
DMW 64	-117.6660	37.6673	DMW 64	81849.19	20.23
DMW 65	-117.6821	37.6636	DMW 65	81979.23	20.26
DMW 66	-117.6798	37.6636	DMW 66	81957.83	20.25
DMW 67	-117.6775	37.6636	DMW 67	81936.11	20.25
DMW 68	-117.6752	37.6636	DMW 68	81914.74	20.24
DMW 69	-117.6729	37.6636	DMW 69	81892.43	20.24
DMW 70	-117.6706	37.6636	DMW 70	81868.88	20.23
DMW 71	-117.6683	37.6636	DMW 71	81844.96	20.22
DMW 72	-117.6660	37.6637	DMW 72	81821.38	20.22
DMW 73	-117.6821	37.6599	DMW 73	81951.64	20.25
DMW 74	-117.6798	37.6599	DMW 74	81931.46	20.25
DMW 75	-117.6775	37.6599	DMW 75	81910.02	20.24
DMW 76	-117.6752	37.6600	DMW 76	81887.38	20.23
DMW 77	-117.6729	37.6600	DMW 77	81865.15	20.23
DMW 78	-117.6706	37.6600	DMW 78	81842.50	20.22
DMW 79	-117.6683	37.6600	DMW 79	81818.51	20.22

<b>DMW_ID</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Claim</b>	<b>Shape Area</b>	<b>Acres</b>
DMW 80	-117.6660	37.6600	DMW 80	81794.30	20.21
DMW 81	-117.7001	37.6562	DMW 113	82167.50	20.30
DMW 82	-117.6980	37.6562	DMW 114	82103.52	20.29
DMW 83	-117.6958	37.6562	DMW 115	82040.58	20.27
DMW 84	-117.6935	37.6562	DMW 116	81978.48	20.26
DMW 85	-117.6912	37.6562	DMW 117	81916.58	20.24
DMW 86	-117.6889	37.6562	DMW 118	81854.76	20.23
DMW 87	-117.6866	37.6562	DMW 119	81793.34	20.21
DMW 88	-117.6843	37.6563	DMW 120	81733.09	20.20
DMW 89	-117.7001	37.6525	DMW 121	82165.17	20.30
DMW 90	-117.6980	37.6526	DMW 122	82101.76	20.29
DMW 91	-117.6958	37.6526	DMW 123	82038.80	20.27
DMW 92	-117.6935	37.6526	DMW 124	81976.04	20.26
DMW 93	-117.6912	37.6526	DMW 125	81914.18	20.24
DMW 94	-117.6889	37.6526	DMW 126	81853.00	20.23
DMW 95	-117.6866	37.6526	DMW 127	81791.43	20.21
DMW 96	-117.6843	37.6526	DMW 128	82162.57	20.30
DMW 97	-117.7002	37.6489	DMW 129	82101.38	20.29
DMW 98	-117.6980	37.6489	DMW 130	82039.94	20.27
DMW 99	-117.6958	37.6489	DMW 131	81979.02	20.26
DMW 100	-117.6935	37.6489	DMW 132	81917.41	20.24
DMW 101	-117.6912	37.6489	DMW 133	81854.32	20.23
DMW 102	-117.6889	37.6489	DMW 134	81790.88	20.21
DMW 103	-117.6866	37.6489	DMW 135	82159.91	20.30
DMW 104	-117.6843	37.6489	DMW 136	82099.96	20.29
DMW 105	-117.7002	37.6452	DMW 137	82038.76	20.27
DMW 106	-117.6980	37.6452	DMW 138	81976.63	20.26
DMW 107	-117.6958	37.6452	DMW 139	81914.34	20.24
DMW 108	-117.6935	37.6452	DMW 140	81852.21	20.23
DMW 109	-117.6912	37.6452	DMW 81	75797.20	18.73
DMW 110	-117.6889	37.6453	DMW 82	75771.24	18.72
DMW 111	-117.6866	37.6453	DMW 83	82020.31	20.27
DMW 112	-117.6843	37.6453	DMW 84	81991.60	20.26
DMW 113	-117.6821	37.6563	DMW 85	81955.80	20.25
DMW 114	-117.6798	37.6563	DMW 86	81928.95	20.25
DMW 115	-117.6775	37.6563	DMW 87	81903.08	20.24
DMW 116	-117.6752	37.6563	DMW 88	81877.78	20.23
DMW 117	-117.6729	37.6563	DMW 89	76979.47	19.02
DMW 118	-117.6706	37.6563	DMW 90	76953.78	19.02
DMW 119	-117.6683	37.6564	DMW 91	81969.17	20.26
DMW 120	-117.6660	37.6564	DMW 92	81940.49	20.25
DMW 121	-117.6821	37.6526	DMW 93	81908.67	20.24

<b>DMW_ID</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Claim</b>	<b>Shape Area</b>	<b>Acres</b>
DMW 122	-117.6798	37.6526	DMW 94	81882.48	20.23
DMW 123	-117.6775	37.6526	DMW 95	81856.35	20.23
DMW 124	-117.6752	37.6527	DMW 96	81830.47	20.22
DMW 125	-117.6729	37.6527	DMW 97	78162.33	19.31
DMW 126	-117.6706	37.6527	DMW 98	78139.30	19.31
DMW 127	-117.6683	37.6527	DMW 99	81925.43	20.24
DMW 128	-117.6821	37.6489	DMW 100	81899.53	20.24
DMW 129	-117.6798	37.6490	DMW 101	81870.20	20.23
DMW 130	-117.6775	37.6490	DMW 102	81841.21	20.22
DMW 131	-117.6752	37.6490	DMW 103	81812.11	20.22
DMW 132	-117.6729	37.6490	DMW 104	81783.09	20.21
DMW 133	-117.6706	37.6491	DMW 105	79342.91	19.61
DMW 134	-117.6683	37.6491	DMW 106	79320.15	19.60
DMW 135	-117.6821	37.6453	DMW 107	81875.99	20.23
DMW 136	-117.6798	37.6453	DMW 108	81850.06	20.23
DMW 137	-117.6775	37.6453	DMW 109	81823.07	20.22
DMW 138	-117.6752	37.6454	DMW 110	81794.69	20.21
DMW 139	-117.6729	37.6454	DMW 111	81765.20	20.20
DMW 140	-117.6706	37.6454	DMW 112	81735.26	20.20
DMW 141	-117.6821	37.6416	DMW 141	82309.27	20.34
DMW 142	-117.6798	37.6417	DMW 142	82214.69	20.32
DMW 143	-117.6775	37.6417	DMW 143	82121.47	20.29
DMW 144	-117.6752	37.6417	DMW 144	82028.43	20.27
DMW 145	-117.6729	37.6417	DMW 145	81935.03	20.25
DMW 146	-117.6706	37.6418	DMW 146	81842.62	20.22
DMW 147	-117.6821	37.6380	DMW 147	82345.23	20.35
DMW 148	-117.6798	37.6380	DMW 148	82251.27	20.32
DMW 149	-117.6775	37.6380	DMW 149	82157.80	20.30
DMW 150	-117.6752	37.6381	DMW 150	82064.15	20.28
DMW 151	-117.6729	37.6381	DMW 151	81970.85	20.26
DMW 152	-117.6822	37.6343	DMW 152	82380.86	20.36
DMW 153	-117.6799	37.6343	DMW 153	82289.40	20.33
DMW 154	-117.6776	37.6344	DMW 154	82197.70	20.31
DMW 155	-117.6753	37.6344	DMW 155	82105.61	20.29
DMW 156	-117.6822	37.6306	DMW 156	82416.71	20.37
DMW 157	-117.6799	37.6307	DMW 157	82325.61	20.34
DMW 158	-117.6776	37.6307	DMW 158	82233.84	20.32
DMW 159	-117.7002	37.6415	DMW 159	81255.78	20.08
DMW 160	-117.6980	37.6416	DMW 160	81080.16	20.04
DMW 161	-117.6958	37.6416	DMW 161	82850.51	20.47
DMW 162	-117.6935	37.6416	DMW 162	82668.47	20.43
DMW 163	-117.6912	37.6416	DMW 163	82538.68	20.40



<b>DMW_ID</b>	<b>Longitude</b>	<b>Latitude</b>	<b>Claim</b>	<b>Shape Area</b>	<b>Acres</b>
DMW 164	-117.6889	37.6416	DMW 164	82357.89	20.35
DMW 165	-117.6866	37.6416	DMW 165	82177.66	20.31
DMW 166	-117.6844	37.6416	DMW 166	81998.71	20.26
DMW 167	-117.7003	37.6378	DMW 167	81350.00	20.10
DMW 168	-117.6981	37.6378	DMW 168	81174.97	20.06
DMW 169	-117.6958	37.6379	DMW 169	82862.37	20.48
DMW 170	-117.6935	37.6379	DMW 170	82679.43	20.43
DMW 171	-117.6913	37.6379	DMW 171	82650.12	20.42
DMW 172	-117.6890	37.6379	DMW 172	82470.52	20.38
DMW 173	-117.6867	37.6379	DMW 173	82290.94	20.33
DMW 174	-117.6844	37.6379	DMW 174	82111.08	20.29
DMW 175	-117.7004	37.6341	DMW 175	81567.82	20.16
DMW 176	-117.6981	37.6341	DMW 176	81642.51	20.17
DMW 177	-117.6959	37.6341	DMW 177	83513.22	20.64
DMW 178	-117.6936	37.6342	DMW 178	83590.81	20.66
DMW 179	-117.6913	37.6342	DMW 179	83666.07	20.67
DMW 180	-117.6890	37.6342	DMW 180	83227.84	20.57
DMW 181	-117.6867	37.6342	DMW 181	82789.64	20.46
DMW 182	-117.6844	37.6343	DMW 182	82351.38	20.35
DMW 183	-117.7004	37.6304	DMW 183	81662.65	20.18
DMW 184	-117.6982	37.6304	DMW 184	81737.92	20.20
DMW 185	-117.6959	37.6304	DMW 185	83525.27	20.64
DMW 186	-117.6937	37.6304	DMW 186	83601.95	20.66
DMW 187	-117.6914	37.6305	DMW 187	83779.28	20.70
DMW 188	-117.6891	37.6305	DMW 188	83341.99	20.59
DMW 189	-117.6868	37.6306	DMW 189	82903.32	20.49
DMW 190	-117.6845	37.6306	DMW 190	82464.43	20.38

Claim Map

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