MINERAL CLAIM PURCHASE OPTION AGREEMENT

Dated effective as of June 24, 2026 (the "Effective Date").

THIS MINERAL CLAIM PURCHASE OPTION AGREEMENT (the "Agreement") is made as of the Effective Date between:

DARK STAR MINERALS INC., a company incorporated under the laws of the Province of British Columbia, having an office at: 1056 Handsworth Road, North Vancouver, BC, Canada, V7R 2A6

(the "**Optionee**");

and

Optionor Name	Address
1274596 BC Ltd. (Robert Nicholas Horsley)	[redacted]
MANAX CAPITAL CORP (Hani El Rayess)	[redacted]
1335527 BC Ltd. (Daniel Terrett)	[redacted]
Stirling Hydrogen Inc. (Janet Specogna)	[redacted]
Hankin Holdings Ltd. (Tara Holmes)	[redacted]
MJ Capital Ltd. (Manny Minhas)	[redacted]

[addresses redacted]

(Collectively the "**Optionors**").

The Optionee and the Optionors are each a "Party" and, collectively, the "Parties".

1. Background

1. The Optionors are the legal and beneficial holders of a 100% right, title and interest in and to the mineral claims described in Schedule A attached hereto, together with all related mineral rights, records, technical data, maps, files and information in the possession or control of the Optionors relating thereto (collectively, the "Claims").
2. The Optionors wish to grant to the Optionee, and the Optionee wishes to acquire from the Optionors an exclusive option to acquire a 100% legal and beneficial interest in the Claims, on the terms and conditions set out in this Agreement.
3. The consideration payable by the Optionee for the option and the acquisition of the Claims will consist of an aggregate of 6,300,000 common shares of the Optionee, issued in the tranches set out in this Agreement and Schedule B (the "Option Consideration").

4. The issuance of any securities under this Agreement is subject to all applicable corporate, securities and stock exchange approvals, exemptions, hold periods and restrictions, if applicable.

2. Definitions

In this Agreement, the following terms have the meanings set out below:

"Affiliate" has the meaning given to such term under applicable securities laws.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

"Claims" means the mineral claims and related mineral rights described in Schedule A.

"Closing" means the completion of the transfer of the Claims to the Optionee following the exercise of the Option.

"Effective Date" means the date first written above, being the date from which the payment deadlines in this Agreement are calculated unless the Parties agree otherwise in writing.

"Exchange" means any stock exchange on which the Optionee is listed, or any other regulatory authority whose acceptance or approval is required for the transactions contemplated by this Agreement.

"NI 43-101 Technical Report" means a technical report prepared in accordance with National Instrument 43-101 Standards of Disclosure for Mineral Projects and filed by or on behalf of the Optionee or any Affiliate in respect of the Claims or the Project.

"Option" means the exclusive right granted by the Optionors to the Optionee to acquire the Claims in accordance with this Agreement.

"Option Period" means the period commencing on the Effective Date and ending on the earlier of: (a) the date the Option is exercised; and (b) the date this Agreement is terminated in accordance with its terms.

"Project" means the mineral project comprised of or including the Claims.

"Share Payment" means a tranche of Option Consideration payable by issuance of shares in accordance with Section 4 and Schedule B.

3. Grant of Option

a) Subject to the terms and conditions of this Agreement, the Optionors hereby grant to the Optionee the sole, exclusive and irrevocable option to acquire a 100% legal and beneficial interest in and to the Claims, free and clear of all liens, charges, royalties, encumbrances and adverse claims, other than permitted encumbrances expressly disclosed in Schedule A or approved in writing by the Optionee.

b) The Optionee may exercise the Option by making or causing to be made all Share Payments comprising the Option Consideration in accordance with Section 4 and Schedule B.

c) Upon the Optionee completing all Share Payments required under this Agreement, the Option will be deemed exercised and the Parties will complete Closing in accordance with Section 5.

d) The Optionee may accelerate any Share Payment at any time, provided that such accelerated issuance is permitted under applicable securities laws and Exchange policies and any required approvals have been obtained.

4. Option Consideration and Share Payments

a) The Optionee will issue, or cause to be issued, an aggregate of 6,300,000 shares as the Option Consideration, in the tranches set out in the table below and in Schedule B.

b) The first Share Payment of 2,100,000 shares is due on execution of this Agreement by the Parties, subject to receipt of any required approvals.

c) The second Share Payment of 2,100,000 shares is due on the earlier of: (a) the date that is 12 months after the Effective Date; and (b) the date on which an NI 43-101 Technical Report in respect of the Project is filed on Sedar+.

d) The third Share Payment of 2,100,000 shares is due on the date that is 24 months after the Effective Date.

e) All shares issued pursuant to this Agreement will be issued to the Optionors or to such nominees as the Optionors may direct in writing, using the share issuance instruction table in Schedule B, provided that each recipient satisfies applicable securities law, corporate and Exchange requirements.

f) All shares issued pursuant to this Agreement will be subject to applicable statutory hold periods, resale restrictions, legends and Exchange hold periods, if any.

g) The Optionors acknowledge that the issuance of shares to nominees may have legal, securities and tax consequences and that the Optionee may require each recipient to deliver such subscription, nominee, accredited investor, exemption, residency, personal information, corporate authority and other certificates or confirmations as the Optionee may reasonably require.

Share Payment	Trigger / Due Date	Aggregate Shares
First Share Payment	On execution of this Agreement, subject to any required approvals	2,100,000
Second Share Payment	Earlier of: (a) 12 months after the Effective Date; and (b) filing of an NI 43-101 Technical Report for the Project on Sedar+	2,100,000
Third Share Payment	24 months after the Effective Date	2,100,000
Total Option Consideration		6,300,000

5. Exercise of Option and Transfer of Claims

a) The Option will be deemed exercised immediately upon the Optionee issuing all Share Payments comprising the Option Consideration in accordance with this Agreement.

b) Within five Business Days after the Option is exercised, the Optionors will execute and deliver all bills of sale, transfer documents, Mineral Titles Online transfer authorizations, assignments, consents, directions and other documents reasonably required to transfer the Claims to the Optionee or its designated Affiliate.

c) The Optionors will provide all cooperation reasonably required by the Optionee to record the transfer of the Claims with the applicable governmental authority.

d) Unless otherwise agreed in writing, the Optionee will be responsible for reasonable recording fees payable to record the transfer of the Claims following exercise of the Option.

e) Legal and beneficial title to the Claims will transfer to the Optionee at Closing, free and clear of all liens, charges, royalties, encumbrances and adverse claims, other than permitted encumbrances expressly disclosed in Schedule A or accepted by the Optionee in writing.

6. Rights During the Option Period

a) During the Option Period, the Optionee and its directors, officers, employees, consultants, contractors, agents and representatives will have the exclusive right to enter upon, access, explore, sample, survey, map, inspect, conduct due diligence on and otherwise evaluate the Claims, subject to applicable laws, permits, surface access rights, environmental requirements and Indigenous consultation requirements.

b) The Optionee may prepare, commission, file and use technical reports, studies, maps, assay results, geophysical reports, geochemical reports, geological interpretations and other materials relating to the Claims, subject to applicable laws and the terms of this Agreement.

c) Unless otherwise set out in Schedule A, the Optionee will be responsible for keeping the Claims in good standing during the Option Period after the Effective Date, including payment of required claim maintenance fees or completion of assessment work, provided that the Optionors will provide reasonable cooperation, filings and confirmations required to maintain the Claims.

d) The Optionors will not sell, assign, transfer, option, pledge, mortgage, encumber or otherwise dispose of any interest in the Claims during the Option Period without the prior written consent of the Optionee.

7. Conditions Precedent

The obligations of the Parties to complete any Share Payment and the Closing are subject to the following conditions, each of which may be waived only by the Party entitled to the benefit of the condition:

- receipt of all board, shareholder, securities, Exchange and other approvals required for the issuance of shares and completion of the transactions contemplated by this Agreement;
- completion of due diligence by the Optionee, acting reasonably, including review of title, technical records, permits, access, Indigenous consultation matters, environmental matters and any royalties or encumbrances;
- the Claims being in good standing on the Effective Date;
- the representations and warranties of the Parties being true and correct in all material respects as of the Effective Date and as of Closing;
- no injunction, order, proceeding or law prohibiting completion of the transactions contemplated by this Agreement; and
- delivery of all recipients, nominee, subscription, exemption and other information reasonably required for the issuance of shares.

8. Representations and Warranties of the Optionors

The Optionors represent and warrants to the Optionee, and acknowledge that the Optionee is relying upon such representations and warranties in entering into this Agreement, that:

- the Optionors is a company duly incorporated, validly existing and in good standing under the laws of British Columbia;
- the Optionors has all necessary corporate power, authority and capacity to enter into and perform this Agreement;
- this Agreement has been duly authorized, executed and delivered by the Optionors and constitutes a legal, valid and binding obligation of the Optionors, enforceable against the Optionors in accordance with its terms;
- the Optionors is, or will be prior to Closing, the legal and beneficial owner of a 100% interest in the Claims, free and clear of all liens, charges, royalties, encumbrances and adverse claims other than those expressly disclosed in Schedule A;

- the Claims are accurately described in Schedule A and are in good standing as of the Effective Date;
- to the Optionors' knowledge, there are no material disputes, actions, claims, notices of default, environmental orders, governmental orders or adverse proceedings affecting the Claims;
- the Optionors have not granted any option, right of first refusal, royalty, net smelter return, participation right, back-in right, area of interest right or other right to acquire or participate in the Claims, except as disclosed in Schedule A;
- all technical data and material records relating to the Claims in the possession or control of the Optionors have been or will be made available to the Optionee; and
- the execution and performance of this Agreement will not conflict with or result in a breach of the Optionors' constating documents, any agreement binding upon the Optionors or any applicable law.

9. Representations and Warranties of the Optionee

The Optionee represents and warrants to the Optionors, and acknowledges that the Optionors is relying upon such representations and warranties in entering into this Agreement, that:

- the Optionee is a company duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- the Optionee has all necessary corporate power, authority and capacity to enter into and perform this Agreement;
- this Agreement has been duly authorized, executed and delivered by the Optionee and constitutes a legal, valid and binding obligation of the Optionee, enforceable against the Optionee in accordance with its terms;
- the shares to be issued as Option Consideration, when issued in accordance with this Agreement and applicable law, will be duly authorized, validly issued, fully paid and non-assessable shares in the capital of the Optionee;
- the Optionee will use commercially reasonable efforts to obtain any required approvals for the issuance of shares and completion of the transactions contemplated by this Agreement; and
- the execution and performance of this Agreement will not conflict with or result in a breach of the Optionee's constating documents, any agreement binding upon the Optionee or any applicable law.

10. Covenants

a) Each Party will use commercially reasonable efforts to do all things and execute all documents reasonably necessary to give effect to this Agreement.

b) The Optionors will promptly notify the Optionee of any notice, claim, dispute, order, proceeding, title issue, environmental matter, royalty claim or other matter that may materially affect the Claims.

c) The Optionee will conduct all exploration and evaluation activities in a good and workmanlike manner and in compliance with applicable laws, permits and regulatory requirements.

d) The Optionee will indemnify the Optionors for losses arising from the Optionee's field activities on the Claims during the Option Period, except to the extent caused by the negligence, fraud, wilful misconduct or prior acts or omissions of the Optionors.

e) The Optionors will preserve title to the Claims during the Option Period and will not take any action that would reasonably be expected to impair the Optionee's rights under this Agreement.

11. Default and Cure

a) If either Party defaults in the performance of any material covenant or obligation under this Agreement, the non-defaulting Party may give written notice of default specifying the default in reasonable detail.

b) The defaulting Party will have 15 Business Days after receipt of the notice of default to cure the default, or if the default is not capable of being cured within 15 Business Days, to commence curing the default and diligently continue curing it.

c) If the default is not cured within the applicable cure period, the non-defaulting Party may terminate this Agreement by written notice, without prejudice to any other rights or remedies available at law or in equity.

d) Failure by the Optionee to make a Share Payment when due, after expiry of any applicable cure period and subject to any regulatory delay beyond the Optionee's reasonable control, will constitute a material default.

12. Termination

a) The Optionee may terminate this Agreement at any time before exercise of the Option by giving 10 Business Days' written notice to the Optionors.

b) This Agreement will terminate automatically if the Optionee fails to make a required Share Payment within the applicable time period and such failure is not cured in accordance with Section 11.

c) Upon termination before exercise of the Option, the Optionee will have no further right to acquire the Claims, and the Optionors will retain any shares previously issued as Option Consideration unless otherwise required by applicable law or ordered by a court or regulatory authority.

d) Sections relating to confidentiality, public disclosure, indemnity, taxes, notices, governing law and any other provisions that by their nature should survive termination will survive termination of this Agreement.

13. Public Disclosure and Confidentiality

a) Neither Party will issue any news release or make any public statement relating to this Agreement or the Claims without the prior written consent of the other Party, acting reasonably, except where disclosure is required by applicable securities laws, Exchange policies or other applicable law.

b) The Parties will keep confidential all non-public technical, corporate, commercial and financial information obtained in connection with this Agreement, except as required by law or as reasonably required for financing, regulatory, technical, legal, accounting or due diligence purposes.

c) The Optionee may disclose information regarding the Claims and this Agreement as required in connection with securities filings, technical reports, financing materials and corporate disclosure, provided that such disclosure complies with applicable laws and Exchange policies.

14. Taxes and Costs

a) Each Party will be responsible for its own legal, accounting, tax and advisory fees incurred in connection with this Agreement.

b) The Optionors and any share recipient will be responsible for their own tax consequences arising from the receipt, ownership or disposition of shares issued as Option Consideration.

c) The Parties will cooperate to complete any forms or filings reasonably required to issue the shares, transfer the Claims or comply with applicable tax, securities and corporate requirements.

15. Assignment

a) The Optionee may assign this Agreement or any of its rights under this Agreement to an Affiliate, provided that the Optionee remains liable for the performance of its obligations unless released in writing by the Optionors.

b) The Optionors may not assign this Agreement or any interest in the Claims without the prior written consent of the Optionee.

c) This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

16. Notices

Any notice required or permitted under this Agreement must be in writing and delivered by personal delivery, courier or email to the addresses set out below, or to such other address as a Party may designate by notice:

Party	Address / Email for Notices
Optionee: Dark Star Minerals Inc.	1056 Handsworth Road, North Vancouver, BC, Canada, V7R 2A6 Attention: Marc Branson Email: info@darkstarminerals.com
Optionors:	[redacted] *[address redacted]* Attention: Daniel Terrett [redacted] *[email address redacted]*

A notice delivered by email will be deemed received on the next Business Day after transmission, provided that no bounce-back or delivery failure notice is received.

17. General

a) This Agreement, including Schedules A and B, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings and agreements.

b) No amendment to this Agreement will be effective unless made in writing and signed by both Parties.

c) No waiver of any provision of this Agreement will be binding unless made in writing by the Party giving the waiver.

d) If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

e) This Agreement will be governed by and interpreted in accordance with the laws of British Columbia and the federal laws of Canada applicable therein. The Parties attorn to the courts of British Columbia for any dispute arising under this Agreement.

f) This Agreement may be executed in counterparts and delivered by electronic signature or PDF copy, each of which will be deemed an original and all of which together will constitute one instrument.

[Remainder of page left intentionally blank]

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

DARK STAR MINERALS INC.

Per: *"Marc Branson"*
Name: ______________________________
Title: ______________________________

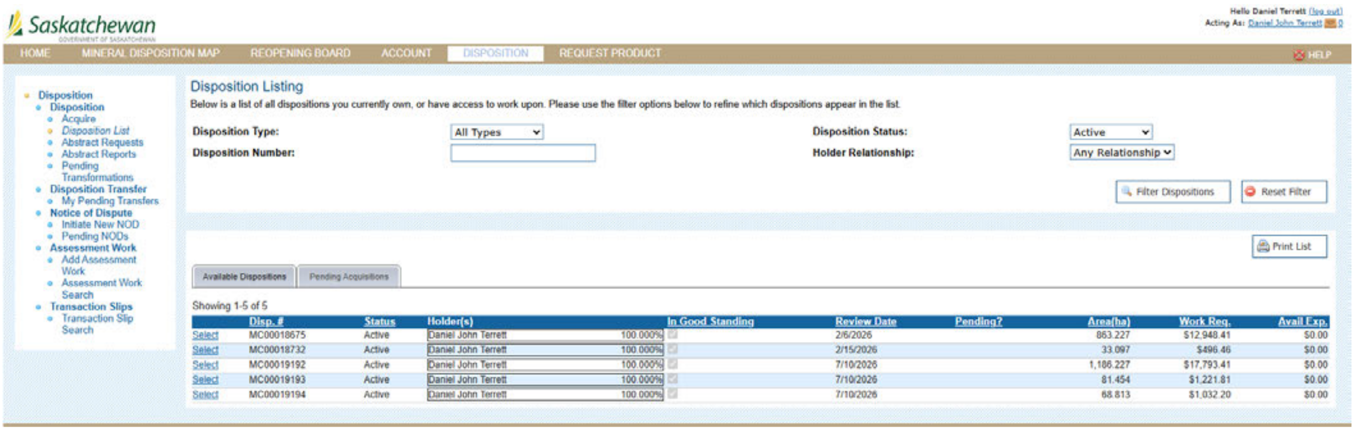
Acknowledged and agreed to by the Optionors:

1274596 BC Ltd. **(Robert Nicholas Horsley)** **Per:** ***"Robert Nicholas Horsley"***
Manax Capital Corp **(Hani El Rayess)** **Per:** ***"Hani El Rayess"***
1335527 BC Ltd. **(Daniel Terrett)** **Per:** ***"Daniel Terrett"***

Stirling Hydrogen Inc. **(Janet Specogna)** **Per:** ***"Janet Specogna"***
Hankin Holdings Ltd. **(Tara Holmes)** **Per:** ***"Tara Holmes"***
MJ Capital Ltd. **(Manny Minhas)** **Per:** ***"Manny Minhas"***

MINERAL CLAIM PURCHASE OPTION AGREEMENT

SCHEDULE A
MINERAL CLAIMS



Saskatchewan

HOME | MINERAL DISPOSITION MAP | REOPENING BOARD | ACCOUNT | DISPOSITION | REQUEST PRODUCT

Hello Daniel Terrett (log out)
Acting As: Daniel John Terrett

Disposition Listing

Below is a list of all dispositions you currently own, or have access to work upon. Please use the filter options below to refine which dispositions appear in the list.

Disposition Type: All Types
Disposition Number:
Disposition Status: Active
Holder Relationship: Any Relationship

Filter Dispositions | Reset Filter | Print List

Available Dispositions | Pending Acquisitions

Showing 1-5 of 5

	Disp. #	Status	Holder(s)		In Good Standing	Review Date	Pending?	Area(ha)	Work Req.	Avail Exp.
Select	MC00018675	Active	Daniel John Terrett	100.000%		2/6/2026		863.227	$12,948.41	$0.00
Select	MC00018732	Active	Daniel John Terrett	100.000%		2/15/2026		33.097	$496.46	$0.00
Select	MC00019192	Active	Daniel John Terrett	100.000%		7/10/2026		1,186.227	$17,793.41	$0.00
Select	MC00019193	Active	Daniel John Terrett	100.000%		7/10/2026		81.454	$1,221.81	$0.00
Select	MC00019194	Active	Daniel John Terrett	100.000%		7/10/2026		68.813	$1,032.20	$0.00

The 11 historic Uranium occurrences covered are listed with links below and short information

1. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=2124

Summary: The SBW-71-13 anomaly is located in an area exposed as mainly pegmatitic, feldspathic gneiss and biotite gneiss. The rocks in the showing area have been isoclinally folded. The folding plunges 30°NE at 030°. Numerous north-south shear zones cut the resulting anticlines and synclines.

Anomaly SBW-71-13, or the L-2 Uranium showing, consists of two radioactive zones which are over 100 m (328.1 ft) long and 30 m (98.4 ft) wide. The radioactivity in both zones is associated in north-trending structures within pegmatite and, in places, the radioactivity reaches 15,000 cps. The zones are probably part of the same body which is exposed on either side of an anticlinorium.

Eight trenches were stripped and one was blasted on the west zone. Ten chip samples and 14 powder samples taken returned a maximum assay of 0.26% U3O8 (0.22% U) over 1 m (3.3 ft). The showing west zone was tested by diamond drilling and the following values were returned.

Drillhole Number	Pct U3O8	Pct U	Sample Length	Sample Depth
9	0.026	0.022	0.5 m	24.5 m
10	0.022	0.019	3 m	13 m
11	0.108	0.127	1 m	8.8 m

One trench was blasted in the eastern zone and 5 chip samples and 10 powder samples returned a maximum assay of 0.50% U3O8 (0.42% U) over 1 m (3.3 ft).

Assessment

74N12-0005;-0006;-0007; 74N13-0011;-0012;-0013;

Literature

Agarwal, R.G. (1962): Regional Correlation of Geological and Geophysical Data in the Lake Athabasca Area: DMR Rep. No. 75; 4p, maps.

2, https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3652

SUMMARY: Pegmatite outcrop grab sample analysis of 306 ppm U. NAD 83/Zone 12 location: 6644385 N, 560191 E.

Assessment

74N13-NW-0014

3. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3651

SUMMARY

Two samples from closely spaced outcrops. Sample 37963 (NAD 83/Zone 12 location: 6644267 N, 560060 E) of granitic porphyry analysis: 308 ppm U. Sample 37964 (83/12 location: 6644273 N, 560024 E) of metasedimentary rock analysis: 991 ppm U.

Assessment

74N13-NW-0014

4. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3653

SUMMARY

Pegmatite outcrop grab sample with analysis: 407 ppm U. Yellow secondary uranium stain noted. NAD 83/Zone 12 location: 6644376 N, 560762 E.

Assessment

74N13-NW-0014

5. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3648

SUMMARY

Granite outcrop with an analysis of 1130 ppm U. NAD 83/Zone 12 location: 6645004N, 561278 E.

Assessment

74N13-NW-0014

6. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3654

SUMMARY

Granite outcrop grab sample with analysis of 521 ppm U. Yellow secondary uranium stain noted. NAD 83/Zone 12 location: 6644457 N, 560859 E.

7. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3646

SUMMARY

Pegmatite outcrop grab sample analysis of 413 ppm U. NAD 83/Zone 12 location: 6645975 N, 561699 E.

Assessment

74N13-NW-0014

8. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=1532

SUMMARY

The showing covers a northerly-trending zone of mineralized occurrences which consists chiefly of visible yellow oxides.

The area was mapped in 1960 by F. Koster as being underlain by quartz-feldspar and chlorite-quartz-feldspar gneisses which are locally amphibolitic or biotitic, pegmatite-migmatite complex of pegmatitic granite composition, and glacial deposits.

Structurally, the area is dominated by the northeasterly-striking Tazin River fault and numerous southeasterly to easterly-striking cross faults.

Mineralization in the area occurs in three distinct environments:

1) along north-south shear zones in isoclinally folded pegmatitic feldspathic gneiss. The shear zones appear to be concentrated in biotite layers and mineralization occurs as recrystallized biotite coated with yellow oxides.
2) uranium minerals (including uraninite, uranophane and boltwoodite) in concordant pegmatites along major fractures and near grain boundaries.
3) minor radioactivity associated with east-west fault systems.

A zone of yellow stain exhibiting high radiometric readings was first located in 1953. X-ray diamond drilling done to test a presumed fault zone in the area of the stain returned the following values:

Hole Number	Assay (% U_3O_8)	Width
1	0.009	2 ft
2	0.07	
3	0.03	4 ft
4	0.42	5 ft

The samples were returned from fine-grained, brecciated red feldspar gneiss containing chlorite and quartz segregations.

Anomaly K-10, discovered in 1967, occurs in quartz-rich pegmatitic segregations in migmatite or in quartz veins and lenses in weakly hematized quartz-feldspar gneiss. Trenching revealed strong hematization and pitchblende blebs. Detailed mapping indicates the area to be underlain by northeasterly-trending granitic gneiss and migmatite containing local pegmatitic segregations cut by an easterly-striking fault. Most of the radioactivity is caused by pegmatite lenses and bands with small pitchblende blebs associated with intense hematization and brecciated near fault intersections.

Anomaly S-3 occurs in isoclinally folded feldspathic and biotitic gneisses that exhibit pervasive alteration consisting of epidotization and chloritization with superimposed argillic alteration and hematization. The units have undergone extensive brecciation and fracturing.

Radioactivity up to 8,500 cps occurs along north-south-trending structures. Two main zones occur in the area and both have been trenched, sampled, and tested by diamond drilling. Only one drill hole (no. 5) encountered visible pitchblende mineralization so the mineralization in the area is not continuous over a definite length but is, instead very erratic with extensive alteration.

Assessment

74N12-0006;-0007, 74N13-0001;-0002-0011;-0012-0013;

Literature

Agarwal, R.G. (1962): Regional Correlation of Geological and Geophysical Data in the Lake Athabasca Area: DMR Rep. No. 75; 4p, maps.

9. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=2125

SUMMARY

Three main mineralized environments are present in the area:

(1) Mineralization often occurs along north-south shear planes in isoclinally folded pegmatitic, feldspathic gneiss. The shear zones are predominantly located in biotite layers and contain recrystallized biotite coated with yellow uranium oxides.

(2) Uranium minerals (such as uraninite, uranophane, and boltwoodite) occur in concordant pegmatites along major fractures and near grain boundaries.

(3) Minor radioactivity is associated with east-west fault systems.

The concordant nature of the pegmatites with associated radioactivity suggest a sedimentary origin for the uranium mineralization. Mineralization is sporadic with lengths and widths from a few metres to several hundred metres length and 50 m (164.0 ft) in width. It is almost always associated with supergene hydrothermal alteration consisting of a propylitic zone displaying chloritization and epidotization and an argillic zone which is superimposed on the former zone.

The N-9 Anomaly, which comprises the showing, consists of isoclinally well folded and foliated feldspathic and biotitic gneisses with pegmatites both concordant and concentrated in the fold noses. Shear zones parallel the foliation and in a few places, cross-cut the foliation. Shear zones are situated along biotitic schistose layers. At the north end of the anomaly, a strong pervasive alteration is observed to consist of intense epidotization, chloritization, and superimposed argillic alteration.

The anomaly consists of a radioactive area 50 m x 350 m (164.0 X 1,148.2 ft) in which radioactivity exceeds 500 cps. Two trenches were completed and 4 chip samples and 7 powder samples were taken. The maximum assay returned from the samples was 0.158% U_3O_8 (0.134% U).

Four diamond drill holes were completed to test the zone and drill hole no. 3 returned assays of 0.024% U_3O_8 (0.020% U) over 2 m (6.6 ft) at 32 m (105.0 ft) depth and 0.034% U_3O_8 (0.029% U) over 2.5 m (8.2 ft) at 17 m (55.8 ft) depth.

The area was subsequently stripped and 77 samples were collected.

Assessment

74N12-0005;-0006;-0007; 74N13-0011;-0012;-0013;

Literature

Agarwal, R.G. (1962): Regional Correlation of Geological and Geophysical Data in the Lake Athabasca Area: DMR Rep. No. 75; 4p, maps.

10. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3647

SUMMARY

Two closely spaced outcrops sampled. Sample 37918 (NAD 83/Zone 12: 6646616N, 562079 E) of a trenched migmatite with yellow uranium staining analysed 327 ppm U. Sample 37919 (83/12: 6646721N, 562041 E) of a pegmatite with an analysis of 4400 ppm U.

Assessment

74N13-NW-0014

11. https://applications.saskatchewan.ca/Apps/ECON_Apps/dbsearch/MinDepositQuery/default.aspx?ID=3650

SUMMARY

Granitic porphyry outcrop with analysis of 346 ppm U, 1040 ppm Pb. NAD 83/Zone 12 location: 6647971 N, 561999 E.

Assessment

74N13-NW-0014

List of Literature and Assessment Reports

Assessment

74N13-NW-0014

Assessment

74N12-0005;-0006;-0007; 74N13-0011;-0012;-0013;

Assessment

74N12-0006;-0007, 74N13-0001;-0002-0011;-0012-0013;

Assessment

74N12-0005;-0006;-0007; 74N13-0011;-0012;-0013;

Literature

Agarwal, R.G. (1962): Regional Correlation of Geological and Geophysical Data in the Lake Athabasca Area: DMR Rep. No. 75; 4p, maps.

SCHEDULE B
OPTION CONSIDERATION AND SHARE ISSUANCE INSTRUCTIONS

The Option Consideration consists of an aggregate of 6,300,000 shares, issued in the following tranches:

Tranche	Issuance Trigger / Due Date	Aggregate Shares
First Share Payment	Upon execution of the Agreement, subject to any required approvals	2,100,000
Second Share Payment	Earlier of 12 months after the Effective Date or filing of an NI 43-101 Technical Report for the Project on Sedar+	2,100,000
Third Share Payment	24 months after the Effective Date	2,100,000
Total		**6,300,000**

Share issuance table: The Optionors may direct shares to be issued to the persons or entities listed below, subject to applicable securities laws, Exchange policies and completion of any documentation reasonably required by the Optionee. The total number of shares listed for each tranche should equal the applicable aggregate shares for that tranche.

Tranche	Recipient / Registered Holder Name	Recipient Address *[addresses redacted]*	Number of Shares
First Share Payment	1274596 BC Ltd. (Robert Nicholas Horsley)	[redacted]	400,000
First Share Payment	MANAX CAPITAL CORP (Hani El Rayess)	[redacted]	400,000
First Share Payment	1335527 BC Ltd. (Daniel Terrett)	[redacted]	400,000
First Share Payment	Stirling Hydrogen Inc. (Janet Specogna)	[redacted]	100,000
First Share Payment	Hankin Holdings Ltd. (Tara Holmes)	[redacted]	400,000
First Share Payment	MJ Capital Ltd. (Manny Minhas)	[redacted]	400,000

Tranche	Recipient / Registered Holder Name	Recipient Address *[addresses redacted]*	Number of Shares
Second Share Payment	1274596 BC Ltd. (Robert Nicholas Horsley)	[redacted]	400,000
Second Share Payment	MANAX CAPITAL CORP (Hani El Rayess)	[redacted]	400,000
Second Share Payment	1335527 BC Ltd. (Daniel Terrett)	[redacted]	400,000
Second Share Payment	Stirling Hydrogen Inc. (Janet Specogna)	[redacted]	100,000
Second Share Payment	Hankin Holdings Ltd. (Tara Holmes)	[redacted]	400,000
Second Share Payment	MJ Capital Ltd. (Manny Minhas)	[redacted]	400,000
Third Share Payment	1274596 BC Ltd. (Robert Nicholas Horsley)	[redacted]	400,000
Third Share Payment	MANAX CAPITAL CORP (Hani El Rayess)	[redacted]	400,000
Third Share Payment	1335527 BC Ltd. (Daniel Terrett)	[redacted]	400,000
Third Share Payment	Stirling Hydrogen Inc. (Janet Specogna)	[redacted]	100,000
Third Share Payment	Hankin Holdings Ltd. (Tara Holmes)	[redacted]	400,000
Third Share Payment	MJ Capital Ltd. (Manny Minhas)	[redacted]	400,000
Total			6,300,000

By providing the above instructions, each of the Optionors confirms that the listed recipients are receiving shares as nominees or designees of the Optionors and that the Optionors remains responsible for ensuring the accuracy of the recipient information provided.

Each recipient may be required to complete and deliver subscription documentation, securities law certificates, personal information forms, corporate authority documents, tax forms and other documents reasonably required by the Optionee, its transfer agent, counsel or the Exchange.