## **Badger Minerals LLC**

414 10th Avenue Menominee, MI 49858 906-352-4024

January 27, 2020

State of Wisconsin **Department of Natural Resources** Waste and Materials Management PO Box 7921 Madison WI 53707-7921

RE: Metallic Mineral Exploration License Application

To whom it may concern,

Badger Minerals, LLC submits to your agency an application for a Metallic Minerals Exploration License for the period expiring on June 30, 2020. Included with this application is a check in the amount of \$300to cover the application fee and two copies of the following documents (attached):

- Completed form 2700-005 (R 12/10) Metallic Mineral Exploration License Application
- Financial report summarizing Badger Minerals' assets and liabilities
- Surety bond in the amount of \$5,000
- Certificate of liability insurance

In addition to the application for a Metallic Minerals Exploration License, Badger Minerals LLC is also submitting two copies of a Notice of Intent to Drill document outlining a proposed exploratory drilling program in Oneida County (attached).

Please contact us with any questions or requests for additional information (contact info below).

Sincerely,

**Tom Quigley** Vice President, Exploration **Badger Minerals LLC** O: 906.352.4024 C: 218.349.2912

State of Wisconsin Department of Natural Resources Waste and Materials Management PO Box 7921 Madison WI 53707-7921 dnr.wi.gov

#### **Metallic Mineral Exploration License Application** Form 2700-005 (R 12/10)

Original Application

O Renewal Application

For License Period Expiring June 30, 2020 Notice: Use of this form is required by the DNR pursuant to Chapter 293, Wis. Stats., and Chapter NR 130, Wis. Adm. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Instructions: Please submit two completed copies of this application to the above address.

Bado	cant Name			Applica	ant is: (select one)			
Badger Minerals LLC. Address					_			
414 10th Ave.					Applicant Partnership			
City					Sole Proprietorship	$\odot$	Corpora	tion
Menominee		State ZIP	Code	0	Other – Explain			
ls appi	licant a Oivision or  Sub		49858					
If yes,	Parent Corporation Name	osidiary of another o	corporation?	$\odot$	Yes O No			
	Can-America Minerals Inc					- · · · · · · · · · · · · · · · · · · ·		
	Address	2.						
	1100 Russell St.			City			State	ZIP Code
applic				Thund	er Bay, Ontario P7E	3 5N2		ZIF Code
•••	cant is a corporation, is it incorp	orated under Wisco	onsin law?		● Yes ○ No		<u> </u>	1
applic	cant is incorporated outside Wise prity to do business in Wisconsir	consin, does it hald	la unitata a sara		O 140			
		issued by the Sec	a valid certific	ate	○ Yes ○ No			
inanci	ial Responsibility	,		97	O Les O MO			
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Can-America Minerals Inc.
BALANCE SHEET
30-Nov-19
Unaudited, Prepared by Management
(Expressed in Canadian Dollars)

	Unaudited Interim F/S
	30-Nov-19
ASSETS Current	
Cash and cash equivalents	824,708
Accounts receivable	1,125
	825,833
LIABILITIES Current	
Accounts payable and accrued liabilities	1,345
SHAREHOLDERS' EQUITY Share Capital	
Issued	
Common shares	1,387,500
Deficit	(563,012)
Total shareholders' equity	824,488
	825,833

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY



KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Craig Sherman, Ted Sherman, Helen Nadirsha, Karen Genoff

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Eighty Five Million Dollars

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages,

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey} County of Morris ).

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24th day

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman, Senior Vice President



STATE OF ILLINOIS COUNTY OF COOK

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of United States Fire Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of United States Fire Insurance Company Incorporated in the State of Delaware for the Uses and Purposes

SS

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said

24th Day of January , 2020

My Commission Expires

OFFICIAL SEAL NOTARY PUBLIC - STATEOF ILLINOIS

My Commission Expires 05-01-2022

## Bond No. 6134997321

COPY

State of Wisconsin.

Department of Natural Resources

# METALLIC MINERAL EXPLORATION BOND

(the Explorer)  (the Displace of Address)  United States Fire Insurance Company  (Name of Surety Company)  (Name of Surety Company)  (Name of Surety Company)  (Name of Surety Company)  existing under the laws of the State of Delaware and duly authorized to do surety business in the State of Wisconsin, as Surety, are held and firmly bound unto the State of Wisconsin Department of Natural Resources, as Obligee, in the penal sum of Five Thousand dollars  (\$5,000.00 for payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.  WHEREAS, this bond is written to satisfy the requirements of section NR 130.05(2)(b), Wisconsin Administrative Code as amended, to ensure compliance with the metallic mineral exploration licensing requirements, and shall insure to the benefit of the Obligee.  The insolvency or bankruptcy of the Principal shall not constitute a defense to the Surety with regard to any claim of liability on the obligation of this bond.  The Surety hereby waives notification of any failure on the part of the Principal or any successor in interest to faithfully will not bar or limit recovery against the Surety.  This bond is effective on the 24th day of January 2020, and shall continue in force until unineral exploration license exists, this bond shall not be cancelled by the Surety unless a replacement bond acceptable to the Obligee is provided to the Obligee. It is Surety proposes to seance this bond, notice shall be provided to the Obligee. The Surety proposes to seance this bond, notice shall be provided to the Obligee. It is Surety proposes to seance this bond, notice shall be provided to the Obligee. It has been of the 90 day notice period, the Principal shall deliver to the Obligee a provided to the Obligee. The Surety proposes to seance this bond, notice shall be provided to the Obligee. The Surety proposes to seance this bond, notice shall be provided to the Obligee. The Surety proposes to seance this bond, notice	<sub>at</sub> 414 10th Ava	. Menominos	MI 400=0	(the Explore	er)
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administrators, successors and assigns jointly and severally.  WHERIAS, this bond is written to satisfy the requirements of section NR 130.05(2)(b), Wisconsin Administrative Code, as amended, to ensure compliance with the metallic mineral exploration licensing requirements, and shall inure to the benefit of the Obligee.  The insolvency or bankruptcy of the Principal shall not constitute a defense to the Surety with regard to any claim of liability on the obligation of this bond.  The Surety hereby waives notification of any failure on the part of the Principal or any successor in interest to faithfully comply with the requirements of s. 293 Stats, and Chapter NR 130, Wis, Adm. Code, and lack of notice from the Obligee will not be a or limit recovery against the Surety.  This bond is effective on the 24th day of January 2020 and shall continue in force until mineral exploration license exists, this bond shall not be cancelled by the Surety unless a replacement bond acceptable to act the Principal in writing by registered or certified mail not less than 90 days prior to the proposed cancellation date.  The special principal is mriting by registered or certified mail not less than 90 days prior to the expiration of the 90 day notice period, the Principal shall deliver to the Obligee to the Splacement bond. In the absence of the delivery of a replacement bond, all exploration shall cease.  The special principal is a special and dated this 24th day of January 2020.  The special principal is a special principal of the Principal shall deliver to the Obligee and the Principal shall deliver to the Obligee and Splacement bond. In the absence of the delivery of a replacement bond, all exploration shall cease.  The special principal is a special principal shall deliver to the Obligee and Splacement bond. In the absence of the delivery of a replacement bond, all exploration shall cease.  The principal shall be provided to the Oblige of the Principal shall deliver to the Oblige of the Principal shall be provided to the Oblig	Natural Resources, a	s Obligee in the name	ı Ebra	TI.	e of Wisconsin Department of
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adger Minerals, LLC    Chical   Company   Comp	placement bond. In the	Tor to the expiration of	of the 90 day not	ice period, the Pri	ncinal shall deliver to the Oliver to the
day of January 2020  Cincipal  Inited States Fire Insurance Company		to absorbe of the deliv	ery of a replace	ment bond, all exp	ploration shall cease.
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Jacqueline S. Bessner, CIC Iron Range Agency (A/C No. Ext): 906-485-5544 FAX (AIC, No): 906-485-5955 101 N. Main Street E-MAIL ADDRESS: jackieb@ironrangeagency.com Ishpeming MI 49849 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Auto Owners Insurance Company 18988 INSURED Badger Minerals LLC INSURER B : 414 10th Ave INSURER C: Menominee MI 49858 INSURER D : INSURER E : INSURER F COVERAGES CERTIFICATE NUMBER: 20200128134713698 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL|SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE INSD WVD POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 2,000,000 \$ CLAIMS-MADE X OCCUR DAMAGE TO RENTED 50,000 PREMISES (Ea occurrent \$ MED EXP (Any one person) 5,000 Α \$ N 33202070 Ν 01/27/2020 01/27/2021 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER 4,000,000 GENERAL AGGREGATE \$ X | POLICY 4,000,000 PRODUCTS - COMP/OP AGG \$ OTHER **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Perperson) \$ OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY \$ \$ UMBRELLA LIAB Χ OCCUR EACH OCCURRENCE \$ 3,000,000 **EXCESS LIAB** CLAIMS-MADE N N 5269289100 01/27/2020 01/27/2021 AGGREGATE 3,000,000 DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT OFFICER/MEMBER (Mandatory in NH) \$ E.L. DISEASE - EA EMPLOYER lf yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE State of Wisconsin THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Natural Resources PO box 7921 **AUTHORIZED REPRESENTATIVE** Madison WI 53707-7921