Diamond Lake Minerals, Inc.
(OTC: DLMI)
8 East Broadway
Salt Lake City, UT 84111
SUPPLEMENTAL INFORMATION REPORT
March 20, 2023

On March 19, 2023 Diamond Lake Minerals, Inc., (OTC: DLMI) ("the Company") entered into a Material Definitive Joint Venture Agreement ("Agreement") with Medflow, Inc., a Wyoming corporation ("Medflow"). Under the terms of this Agreement, the Joint Venture will operate and develop Medflow's AI-powered Telemedicine Suite (Telemedicine Suite") and have exclusive license to market and distribute the Telemedicine Suite worldwide. As such, the Company is requesting the removal of the "Shell Risk" designation from OTC Markets as it now has substantial operations through this Joint Venture and the corresponding exclusive licensing rights.

Medflow is an AI-powered telemedicine solution that combines best-in-class facial recognition biometrics and is fully compliant with HIPAA to accurately verify patient identity using next generation zero-trust security architecture. It boasts a suite of computer vision-based features that allow providers to review and legally sign medical and legal documentation live with the patient, issue prescriptions, and capture patient vitals including heart rate, blood pressure, breathing, and stress indicators. Please visit www.medflow.ai for more details.

By virtue of this Agreement (see Exhibit A), DLMI shall prepare and file a Tier 1 offering statement on Form 1-A with the Securities and Exchange Commission ("SEC") under the registration exemption defined in SEC Regulation A ("Reg A"). The intent of the offering will be to raise capital investments in the amount of $2,000,000. Further, the parties will execute a Stock Purchase Agreement wherein the Company would exchange 1,000 shares of preferred common stock designated Series "A" with Medflow in exchange for the disbursement of $350,000 in proceeds to William M. Reynolds. This transfer would constitute a change in voting control of the Company. DLMI shall govern the Board of Directors through the term of this agreement while the parties of the Joint Venture work collectively on the timely and efficient operations for the marketing and distribution of the Telemedicine Suite including marketing strategy, industry analysis, implementation, user license, user agreements, accounting, budget, and rollout of technology.

Based upon the aforementioned facts, DLMI, by virtue of the fully executed Joint Venture Agreement on March 19, 2023, shall continue the operations of Medflow, Inc. Therefore, DLMI should no longer be considered a company with "Shell Risk" because it has operations that are more than nominal.

Dated: March 20, 2023

DIAMOND LAKE MINERALS, INC.

By: */s/ William Michael Reynolds*
William Michael Reynolds, CEO

EXHIBIT A
JOINT VENTURE AGREEMENT

DEFINITIVE JOINT-VENTURE AGREEMENT

This Definitive Joint-Venture Agreement (this "Agreement") is made March 18, 2023 (the "Effective Date"), by and among Medflow, Inc., a Wyoming corporation ("Medflow"), and Diamond Lake Minerals, Inc., a Utah corporation, ("DLMI"). Hereinafter sometimes referred to together as the ("Parties")

RECITALS

WHEREAS, Medflow is an AI-powered telemedicine solution that combines best-in-class facial recognition biometrics to accurately verify patient identity using next generation zero-trust security architecture. It boasts a suite of computer vision-based features that allow providers to review and legally sign medical and legal documentation live with the patient, issue prescriptions, and capture patient vitals including heart rate, blood pressure, breathing, and stress indicators.

WHEREAS, DLMI is a holding company in the industries of construction, mining, housing, roadway, and infrastructure industries, as well as commercial and residential neighborhood re-development and construction.

WHEREAS, The parties wish to form a Joint Venture for the purpose set forth below (the "JV") for the purpose of marketing and distribution of Medflow's telemedicine suite.

WHEREAS, The Parties wish to enter into an agreement to carry out the purpose of the Joint Venture and to define the respective rights and obligations of the Parties with respect to the Joint Venture

Therefore in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. PRIMARY OBLIGATIONS

1.1. The parties will engage in the marketing and distribution of Medflow's Telemedicine Suite to customers and prospects.

1.2. Parties will work collectively to complete a Reg A offering to raise capital funding on a best efforts basis of approximately $2,000,000.

1.3. The parties will work collaboratively to complete a two year audit of both DLMI and Medflow to facilitate a Company up-listing from its status of OTC Pink to OTCQB as described in Section 8 herein. This is not a condition to closing but both parties agree to work together.

1.4. Medflow shall be issued common shares of the Company's stock in an amount equal to 20% of the outstanding shares on a fully diluted basis. As of March 17, 2023, the total outstanding common shares were 23,561,945.

1.5. Once Mr. Reynolds has been disbursed proceeds in the amount of $350,000, the parties will enter into a Stock Purchase Agreement as outlined in section 5 to acquire Mr. Reynolds controlling interest.

1.6. Pinnacle Consulting Services Inc. ("Holder") will execute a Convertible Promissory Note ("Note") with DLMI in the amount of $25,000 to be satisfied by disbursement of the proceeds described in Section 4. A separate convertible note shall be provided and incorporated herein by reference. The note shall be paid within 180 days of issuance. If the 180 day term is exceeded the Holder has the option to Convert the Note. Conversion shall be equal to 60% of the lowest trading price of the Company's common stock during the 15 consecutive trading days prior to the date on which Holder elects to convert all or part of the Note.

1.7. Good Faith. The parties agree to cooperate in good faith and use their best efforts to timely and efficiently implement the business model and fulfill their respective obligations set forth above as well as taking any and all other reasonable actions that are needed to successfully accomplish the broad goals of the JV.

2. EXCLUSIVE LICENSE

2.1. DLMI shall be granted exclusive license to worldwide marketing and distribution rights of Medflow's Telemedicine Suite, ("Telemedicine Suite") for the duration of this Agreement.

2.2. The Telemedicine Suite covered by this Agreement combines best-in-class facial recognition biometrics to accurately verify patient identity using next generation zero-trust security architecture. It boasts a suite of computer vision-based features that allow providers to review and legally sign medical and legal documentation live with the patient, issue prescriptions, and capture patient vitals including heart rate, blood pressure, breathing, and stress indicators.

2.3. Medflow grants the JV exclusive rights to use and deploy the Medflow Technology, including any and all patents owned or to be owned by Medflow and any and all related enhancements or applications of the Medflow Technology

and any and all prior and subsequent improvements and/or new technology developed by Medflow.

2.4. The Parties shall develop business model for the marketing and distribution of the Telemedicine Suite including marketing strategy, industry analysis, implementation, user license, user agreements, accounting, budget, and rollout of technology.

3. REVENUE AND EXPENSES OF JV

3.1. Revenues. Revenue resulting from the marketing and distribution of Medflow's Telemedicine Suite and flow through the Joint Venture.

3.2. Expenses. Expenses for the Joint venture shall be funded by the proceeds of the public offering to raise capital as described in Section 4 herein.

3.2.1. Start-up Expenses. Start-up expenses shall consist of mutually and unanimously agreed upon expenses.

3.2.2. Operating Expenses. Expenses shall consist of mutually and unanimously agreed upon expenses.

3.2.3. All other expenses include legal, accounting, and all fees and costs necessary transact business shall solely be the responsibility of the JV.

4. PUBLIC SECURITES OFFERING

4.1. DLMI shall prepare and file a Tier 1 offering statement on Form 1-A with the Securities and Exchange Commission ("SEC") under the registration exemption defined in SEC Regulation A ("Reg A"). The intent of the offering will be to raise capital investments in the amount of $2,000,000.

4.2. Disbursement of capital investments. Proceeds from the sales of common stock shares under this offering shall be allocated as follows.

4.2.1. William M. Reynolds or his designee ("Reynolds") shall be disbursed payments of the initial funds raised on a preferential basis until Reynolds has received $350,000 of the proceeds, as a settlement to satisfy accrued debt and to fund the buyback of common shares in the company.

4.2.2. Funds to sustain the operations of both DLMI and Medflow will be prioritized and allocated and agreed by unanimous consent of the Board to ensure the sustained operations of the JV.

4.2.2.1. Proceeds shall be allocated to DLMI's expenses including but not limited to the following.

4.2.2.2. OTC Markets Fees for QB tier - $15,000K a year, plus $5,000 application fee

4.2.2.3. SEC Attorney opinion and legal review of filings - $25,000 - $30,000

4.2.2.4. PCAOB Audit for two years - $35,000 - $55,000

4.2.2.5. Transfer Agent $5,000 - $7,000

4.2.2.6. Secretary of State filings - $1,000 - $3,000

4.2.2.7. EDGAR Agent for XBRL - $3,000 - $5,000

4.2.2.8. Accounting Support from Specialists - $15,000 – $20,000

4.2.3. $25,000 in proceeds shall be allocated toward the satisfaction of the Note to the Holder as described in section 1 herein.

4.2.4. The remaining funds shall be disbursed towards the operating budget of Medflow under unanimous agreement by the Company's Board of Directors. Medflow to provide a budget and schedule of proceeds.

4.2.5. Expenses related to the Licensing Agreement and Stock Purchase Agreement shall be allocated from the proceeds under unanimous agreement by the Company's Board of Directors.

5. STOCK PURCHASE AGREEMENT AND CHANGE IN CONTROL

5.1. Once Mr. Reynolds has received proceeds in an amount no less than $350,000, the proposed transaction is that Medflow will immediately receive 1,000 shares of the Company's preferred common stock designated as Series "A", representing 100% of all Series A designated shares constituting a Change in Control and giving Medflow supermajority voting rights with conditions as follows.

5.1.1. DLMI shall update its Bylaws and Articles of Incorporation to designate 1,000 shares of its Authorized Preferred Shares as Series "A" having not less than the minimum number of votes that would be necessary to

authorize or take such action at a meeting at which all such shares entitled to vote thereon were present and voted. For the avoidance of doubt, in any matter presented to the stockholders for their consideration and action, in a noticed meeting, special meeting or by written consent, the holder of the Series "A" Preferred Stock shall be entitled to cast that number of votes equal to the total number of votes cast, plus one share to equal to a majority of the shares eligible to vote on any matter, consistent with the Corporation's By Laws.

5.1.2. DLMI shall execute the related Shareholder Consent and Board Resolution to support the designation of the Series "A" preferred class shares.

5.1.3. DLMI shall, along with its amended corporate Articles to designate the Series A Shares described herein, shall file a Certificate of Designation and amended Articles with the State of Utah.

5.1.4. The parties agree to exercise good faith in negotiating toward a legally binding Stock Purchase Agreement.

5.1.5. Once a Change in Control takes place, Medflow will retain Pinnacle Consulting Services to support ongoing activity related to the terms described herein.

6. CONDITIONS PRECEDENT TO CLOSING STOCK PURCHASE AGREEEMENT.

6.1. The following shall be conditions precedent to the obligation of the parties to enter into a Stock Purchase Agreement:

6.1.1. DLMI shall stay current and compliant with reporting requirements of OTC Markets through the consummation of the closing of the Stock Purchase Agreement; and

6.1.2. There is no legal, administrative or investigative proceeding against any party that is based, in whole or in part, on the transactions contemplated herein; and

6.1.3. Each party has the legal authority to enter into and consummate the Stock Purchase Agreement; and

6.1.4. There is no breach of this Joint Venture Agreement that is not remedied within ten (10) days after receipt of a written demand from the non-breaching party; and

6.1.5. Neither party has filed for protection from creditors under any chapter of the U.S. Bankruptcy Code, or is under receivership, or has made an assignment of all or substantially all of its operating assets for the benefit of creditors, or has dissolved under state law; and

6.1.6. Both parties and their legal counsel having had a reasonable opportunity to perform the searches and other due diligence reasonable or customary in a transaction of a similar nature to that contemplated herein and that both parties are satisfied with the results of such due diligence.

7. AUDIT

7.1. The Parties shall complete a joint audit encompassing the prior two fiscal years of both Medflow and DLMI financials, to facilitate uplisting to OTCQB.

7.1.1. Audited annual financial statements must be prepared in accordance with U.S. GAAP or, for International Reporting Companies or Alternative Reporting Companies listed on a Qualified Foreign Exchange, IFRS or an IFRS equivalent, as applicable, containing an audit opinion that is not adverse, disclaimed, or qualified.

7.1.2. Audits must be conducted by an auditor registered with the Public Company Accounting Oversight Board (PCAOB). International Reporting Companies and Regulation A Reporting Companies are exempt from the PCAOB requirement.

8. GOVERNANCE OF JV

8.1. Board of Directors. The Board of Directors of DLMI govern the JV and shall initially be comprised of two persons, one designated by *Medflow*, and one designated by *DLMI*.

8.2. Mr. Reynolds shall retain voting majority of the Board of Directors until he has been disbursed proceeds in the amount of $350,000 as described in Section 4.

8.3. Once Mr. Reynolds has received Capital Disbursements in excess of $150,000, Medflow shall retain a permanent seat on the DLMI Board of Directors.

8.4. Officers. The officers of the JV shall be the persons from time to time designated by mutual agreement of *Medflow* and *DLMI*.

8.5. Budgets. The parties shall cooperate in establishing a initial budget for the roll out of the JV and will cooperate to provide such annual and interim budgets as are requested by the parties (collectively, the "Budgets").

Major Decisions. No Major Decisions (as defined below) shall be taken unless such Major Decisions are first approved by the parties or their Board of Directors. For purposes of this Agreement, Major Decisions means the following: (i) requiring additional contributions from the parties to fund the business; (ii) amending the JV formation documents including the operating agreement; (iii) changing the size of the Board of Directors; (iv) granting any encumbrance, lien, pledge or security interest in the assets of the JV; (v) borrowing of money in excess of $5,000; (vi) lending or granting any credit or making any advance to any person otherwise than in the ordinary course of business of the JV; (vii) removing any director appointed by the parties (other than for cause); (viii) holding any meeting of the shareholders, unless each of the parties is present, whether in person or by proxy; (ix) making any payment (by check, wire transfer or otherwise) in excess of $5,000 to any person; or (x) appointing or dismissing any Officer of the JV.

9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

9.1. Medflow represents and warrants as follows:

9.1.1. Existence and Good Standing. Medflow is a corporation, duly formed, validly existing and in good standing under the laws of Wyoming.

9.1.2. Execution, Delivery and Performance of Agreement. Medflow acting through its board of directors has the power and authority to execute, deliver and perform fully its obligations under this Agreement.

9.1.3. Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Medflow and constitute the valid and legally binding obligations of Medflow enforceable against it in accordance with its terms.

9.1.4. No Conflict. Neither the execution of this Agreement, nor the performance by Medflow of its obligations under this Agreement will violate or conflict with Medflow's entry into or performance under Medflow's organizational documents, or any applicable Law or Order.

9.1.5. Consents. No consent of any third-party or Governmental Authority is required in connection with the execution and delivery by Medflow of this Agreement or the consummation of the transactions contemplated by this Agreement.

9.2. DLMI represents and warrants as follows:

9.2.1. Existence and Good Standing. DLMI is a corporation, duly formed, validly existing and in good standing under the laws of Utah.

9.2.2. Execution, Delivery and Performance of Agreement. DLMI acting through its board of directors has the power and authority to execute, deliver and perform fully its obligations under this Agreement.

9.2.3. Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of DLMI and constitute the valid and legally binding obligations of DLMI enforceable against it in accordance with its terms.

9.2.4. No Conflict. Neither the execution of this Agreement, nor the performance by DLMI of its obligations under this Agreement will violate or conflict with DLMI's entry into or performance under DLMI's organizational documents, or any applicable Law or Order.

9.2.5. Consents. No consent of any third-party or Governmental Authority is required in connection with the execution and delivery by DLMI of this Agreement or the consummation of the transactions contemplated by this Agreement.

9.3. Survival. All representations, warranties, covenants, and obligations in this Agreement will survive the execution of this Agreement.

9.4. Indemnification. Subject to the limitations in the following Paragraph C, and in consideration of the agreements contained in this Agreement, each party shall defend, indemnify and hold the other party harmless from and against any losses, liabilities or expenses, including reasonable attorneys' fees, directly incurred by it resulting from any third-party action that is instituted against it, resulting from or arising out of any breach of any of the representations or warranties made by such party to the other party in or pursuant to this Agreement:

9.4.1. The right of the a indemnified party to indemnification for losses or other remedy based on breach of the representations, warranties, and/or covenants set forth in this Agreement will not be affected by the closing of the transaction contemplated by this Agreement, or any information of which a indemnified party may have imputed or constructive knowledge prior to the Closing Date, provided that the rights and remedies of a indemnified party in respect of any of the foregoing shall not extend to any event or matter which otherwise might have affected such rights and remedies as provided in any specific written waiver or release by the Indemnified Party.

9.4.2. For the purpose of determining whether there is a claim for losses under this section and calculation of the amount of such losses, any qualification of any representation or warranty by reference to the materiality of matters stated in such representation or warranty, and any limitations of such representations as being to the knowledge of any person, or words to similar effect, shall be disregarded.

9.4.3. Limitations on Indemnification under this section is subject to the following limitations:

9.4.3.1. No party shall have any liability under this section unless the party claiming indemnification gives prompt written notice to the other party or parties as the case maybe asserting a claim for losses, including reasonably detailed facts and circumstances pertaining to such claim before the expiration of a period of two years after the date of this Agreement for all claims of any type or nature.

9.4.3.2. Promptly after receipt of notice of any third-party action, any person who believes he, she or it may be an indemnified party will give prompt written notice to the potential indemnifying party of such action.

9.4.3.3. Upon receipt of a written notice of a third-party action, the indemnifying party shall control the defense and settlement of such third-party action. The indemnified person shall render all assistance as shall be reasonable and shall have the right to participate in and appoint its own counsel (at its own cost) and be present at the defense of such action, but not to control the defense, negotiation, or settlement of such action, which control shall remain with the indemnifying person.

9.4.3.4. Each indemnifying person consents to the nonexclusive jurisdiction of any court in which the third-party action is brought against any indemnified person for purposes of any claim that an indemnified person may have under this Agreement with respect to such action or the matters alleged in such action, and agrees that process may be served on them with respect to such a claim anywhere in the world.

9.4.3.5. Payment of Indemnification. Subject to the above provisions, claims for indemnification under this shall be paid or otherwise satisfied by Indemnifying Persons within 60 days after receipt of written notice given by the Indemnified Person in writing.

9.4.3.6. The provisions contained in this SECTION shall survive any termination of this Agreement.

10. TERM AND TERMINATION

10.1. Term. This Agreement shall become effective as of the Effective Date first set forth herein and shall be for 12 months. This Agreement may be extended for an agreed upon term by the mutual consent of both parties.

10.2. Termination. The parties may terminate this Joint Venture Agreement by mutual agreement, or upon five (5) days' prior written notice by one party to the other party upon any failure of any of the aforesaid conditions precedent. In addition, either party has the right to terminate this agreement upon a material breach by the other party that remains uncured after ten (10) days from the receipt date of a written demand to cure the breach from the non-breaching party, which written demand shall specify the nature of the material breach. This Agreement shall expire without any action by the parties 12 months after the date first set forth herein. Thereafter, if Mr. Reynolds has not received the disbursement of capital investments as described in Section 4, Medflow will have the option to pay Mr. Reynolds any amount outstanding to meet the capital disbursement agreed to herein. If Medflow should choose not to exercise its option to pay the remaining disbursement, a convertible note shall be issued to Medflow equal to the amount of any disbursement received by Mr. Reynolds as a result of the Capital Disbursement up to but not exceeding $350,00 as well as an amount equal to the value of any capital funds raised and disbursed toward operational expenses. Convertible note issued pursuant to this Agreement shall be convertible into up to 7.5% of outstanding common shares of stock at time of conversion.

10.3. Neither party shall be liable to the other party for alleged losses or liabilities of any kind whatsoever, including, without limitation, claims of lost profit, lost business opportunity, punitive damages, speculative damages, or incidental damages, arising from or based upon the failure of the parties to sign the Stock Purchase Agreement or the expiration of this Joint Venture Agreement without the signing of a Stock Purchase Agreement.

11. MISCELLANEOUS

11.1. Confidentiality. Each party will keep confidential, not disclose and not use for its own benefit (and will cause its subsidiaries, employees, officers and directors to keep confidential, not disclose, and not use for their own benefit) any information, whether written, oral or in electronic format and whether or not identified as "confidential" at the time of its disclosure, obtained with respect to the other party or its subsidiaries, employees, officers and directors as a result of the transaction contemplated by this Agreement or either party's due diligence process in connection with this Agreement ("Confidential Information"). The obligation set forth in the preceding sentence will not apply to Confidential Information which (i) is in the public domain on the date of this Agreement, (ii) enters the public domain after the date of this Agreement (other than by reason of the breach of any confidentiality obligation), (iii) was known to the receiving party prior to receipt from the disclosing party, (iv) is independently developed by the receiving party after the date of this Agreement, (v) is disclosed to the receiving party by a third-party not in violation of the proprietary or other rights of the other party, or (vi) is disclosed pursuant to a requirement of law or judicial process.

11.2. Expenses. Each of the parties to this Agreement shall bear its respective expenses incurred or to be incurred in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement, except as set forth in section 3 and 4 above.

11.3. No Assignment. The rights and obligations of the parties under this Agreement may not be assigned without the prior written consent of the other parties to this Agreement.

11.4. Headings. The headings contained in this Agreement are included for purposes of convenience only, and will not affect the meaning or interpretation of this Agreement.

11.5. Entire Agreement; Modification; No Waiver. This Agreement, together with the other documents contemplated by this Agreement, constitutes the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, understandings, communications, whether written or verbal, between the parties in relation to such subject matter. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by each of the parties' duly authorized representatives. No waiver of any of the provisions of this Agreement will be deemed to be or will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. The Recitals shall form part of this Agreement.

11.6. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated under such statute or law, unless the context requires otherwise. The word "including" means including without limitation. Any reference to the singular in this Agreement also includes the plural and vice versa.

11.7. Severability. If any provision of this Agreement or the application of any provision of this Agreement to any party or circumstance is, to any extent, adjudged invalid or unenforceable by a court of competent jurisdiction, the application of the remainder of such provision to such party or circumstance, the application of such provision to other parties or circumstances, and the application of the remainder of this Agreement will not be affected by such judgment.

11.8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given when delivered in person, or when dispatched by electronic mail, or the next business day after having been dispatched by an internationally recognized courier service to the appropriate party at the address specified below:

11.8.1. If to DLMI:

Diamond Lake Minerals, Inc

8 East Broadway #609

Salt Lake City Utah 84111

Attn: Michael Reynolds

11.8.2. If to Medflow:

Medflow, Inc

30 N Gould St Ste R

Sheridan, WY 82801

Attn: Daniel Ball

Any party to this Agreement may change its address, facsimile number, or e-mail address for the purposes of this Paragraph 8.8 by giving written notice as provided in this section.

11.9. Governing Law/ Jurisdiction. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement and the contemplated operating agreement of the JV. In the event that legal action is instituted under or relating to this Agreement or the contemplated operating agreement for JV, each party consents to, and by execution hereof submit themselves to, the jurisdiction of the courts of the State of Utah, and, notwithstanding the place of residence of any of them or the place of execution of this instrument, such litigation shall be brought in a court of competent jurisdiction in and for Salt Lake County, Utah. In any action commenced relating to or arising under the Agreement or the operating agreement of the JV, each defendant party waives personal service of any process upon them in any action or proceeding therein and consent that such process by Federal Express and email directed to the address and officer set forth in section 11.8 above or such other address, officer, or email address has may be furnished in writing by the party to this Agreement under section 11.8 above as may have been furnished in writing under this Agreement. Such service shall be deemed made two (2) days after such process is so mailed. No party shall raise any objection to service of process as set forth above.

11.10. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Salt Lake City, Utah before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Arbitration Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Each party shall communicate its choice of a party-appointed arbitrator only to the JAMS Case Manager in charge of the filing. Neither party is to inform any of the arbitrators as to which of the parties may have appointed them. The parties shall maintain the confidential nature of the arbitration proceeding and the Arbitration Award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an arbitration award or its enforcement, or unless otherwise required by law or judicial decision. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration

11.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or electronic transmission is sufficient to bind the parties to the terms and conditions of this Agreement.

11.12. Press Releases. Upon execution of this Agreement the parties agree to issue a joint press release.

11.13. Financial Statements. The parties agree to cause the JV to issue such financial statements on an annual or quarterly basis and as required for each to fulfill their respective SEC and other regulatory reporting obligations.

11.14. Closing date. This Agreement shall be executed by all parties on or before March 20, 2023 (the “Closing Date”).

11.15. Each Party shall reasonably cooperate with the others, and obtain, execute, and deliver such documents as are in its possession or control and are reasonably necessary to effectuate or confirm any provisions of this Agreement.

{Signature Page Follows}

In Witness whereof, the parties have executed this Agreement on the first date set forth herein.

DIAMOND LAKE MINERALS, INC., a Utah corporation

By: DocuSigned by: William Michael Reynolds 3AAA32D79852482...

Name: William M. Reynolds

Title: CEO and Board Member

MEDFLOW, INC., a Wyoming corporation

By: DocuSigned by: 06220EA8B52B4E8...

Name: Daniel Ball

Title: COO and Board Member