

ARRANGEMENT AGREEMENT AMENDMENTS

WHEREAS Wabi Exploration Inc. (“Wabi”) and Buena Vista Gold Inc. (“BVG”) entered into an Arrangement Agreement on November 14, 2017 contemplating a corporate re-organization between them (the “Agreement”);

AND WHEREAS Wabi’s due diligence review of BVG was delayed due to external factors despite the best efforts of both BVG and Wabi;

AND WHEREAS Wabi formally changed its name to Getchell Gold Corp. (“GGC”);

AND WHEREAS GGC and BVG agreed to several extensions of the Agreement;

AND WHEREAS pursuant to the extension of the Agreement dated August 27, 2018, BVG agreed to pay an extension fee of \$40,000 to GGC;

AND WHEREAS GGC and BVG both consider the Agreement and the completion of the transactions it contemplates to continue to be in both of their best interests, requiring them to enter into this Amendment to amend certain terms in the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and intending to be legally bound hereby, GGC and BVG agree as follows:

1. Unless otherwise indicated or required by context, all capitalized terms used in this Amendment shall have the same meaning as given in the Agreement, save and except that all references throughout the Agreement to “Wabi” shall mean “GGC”;
2. “Effective Date” shall now mean the date shown on the Certificate of Arrangement;
3. “Effective Time” shall now mean 12:01 a.m. on the Effective Date, or such other time on the Effective Date as GGC and Buena Vista may agree to in writing before the Effective Date;
4. “Termination Date” shall now mean December 22, 2018;
5. Section 3.16(a) of the Agreement is deleted in its entirety and the following substituted therefor:

As at the date hereof, to the knowledge of Buena Vista, the authorized capital of Buena Vista consists of an unlimited number of Multiple Voting Shares and an unlimited number of Class A Shares, of which 25,029,930 Buena Vista Shares are outstanding, there are 6,855,239 warrants, there are 1,000,000 Class A Shares

issuable upon the exercise of Buena Vista Options and 856,524 Compensation Options of which not more than 25,100,000 Buena Vista Shares shall be issued and outstanding as at the Effective Time excluding any Buena Vista Shares which may be issued pursuant to any private placement by Buena Vista which terms and conditions shall be mutually agreed upon by GGC and Buena Vista.

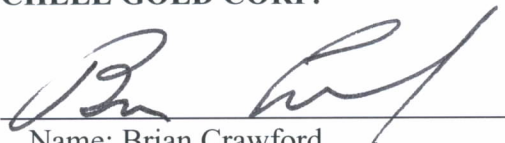
6. Section 4.7(a) of the Agreement is deleted in its entirety and the following substituted therefor:

As at the date hereof, the authorized capital of GGC consists of an unlimited number of GGC Shares, of which, on a post-consolidation basis, no more than 4,500,000 GGC Shares shall be issued and outstanding at the Effective Time, excluding any GGC Shares which may be issued pursuant to any private placement by GGC, which terms and conditions shall be mutually agreed upon by GGC and BVG. There are currently up to 400,000 GGC Shares issuable upon the exercise of GGC Options. Debt owed to current GGC management of roughly CDN\$25,000 (twenty-five thousand dollars) shall be converted into GGC common shares as a post-Closing agenda item on the Closing Day, at an effective price of CDN\$0.40 (forty cents) per share;

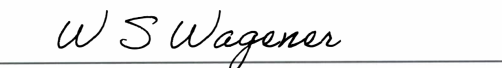
7. The maturity date of the Promissory Note between Buena Vista and GGC is hereby extended to 4:00 PM December 31, 2018.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of November 6, 2018.

GETCHELL GOLD CORP.

Per: 
Name: Brian Crawford
Title: CFO

BUENA VISTA GOLD INC.

Per: 
Name: William Wagener
Title: President