

## AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "Amending Agreement") is made as of the 13 day of February, 2024.

**BETWEEN:**

**CARIBOO ROSE RESOURCES LTD.**, a corporation having an address at Suite 110 - 325 Howe Street, Vancouver, BC V6C 1Z7

(the "Optionor")

**AND:**

**BRS RESOURCES LTD.**, a corporation having an address at 308 - 1441 Johnston Road, White Rock, BC, V4B 3Z7

(the "Optionee")

**WHEREAS:**

- A. The Optionor and the Optionee entered into an Option Agreement dated December 19, 2022 (the "Option Agreement") pursuant to which the Optionor granted the Optionee an exclusive option to acquire a 60% Earned Interest (as defined in the Option Agreement) in and to the Property (as defined in the Option Agreement), free and clear of any encumbrance; and
- B. The Optionor and the Optionee wish to extend certain payments and planned expenditures under and make certain other amendments to the Option Agreement as set forth in this Amending Agreement.

**THIS AGREEMENT WITNESSES** that, in consideration of the mutual agreements set forth in this Amending Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Optionee and the Optionor (each, a "Party" and, together, the "Parties") hereby agree as follows:

- 1. Capitalized terms used herein, including the recitals, and not otherwise defined herein shall have the meaning ascribed to them in the Option Agreement.
- 2. Each of the Parties hereby agrees that, effective as of the date of this Amending Agreement:
  - (i) Section 2.2(a) of Article 2 of the Option Agreement shall be deleted in its entirety and replaced with the following:

*To maintain the Option in good standing, the Optionee, subject to receipt of all necessary regulatory approvals, will: (i) incur the Expenditures, (ii) make the Cash Payments, and (iii) subject to Section 2.2(c), complete the Share Issuances, all as set out in the table below:*

To earn a 60% Interest (no interest is earned until complete)

<i>Milestone</i>	<i>Cash Payment (Equivalent \$)</i>	<i>Share Issuances (equivalent \$ or cash)</i>	<i>Expenditures</i>	<i>%Interest</i>
<i>Within 10 days of the Closing Date</i>		\$20,000		0
<i>December 19, 2023</i>		\$20,000	\$150,000	0
<i>December 19, 2024</i>	\$10,000	\$20,000	\$200,000 <i>Additional</i>	0
<i>December 19, 2025</i>	\$40,000	\$40,000	\$250,000 <i>Additional</i>	0
<i>December 19, 2026</i>	\$50,000	\$50,000	\$500,000 <i>Additional</i>	0
<i>December 19, 2027</i>	\$100,000	\$50,000	\$900,000 <i>Additional</i>	0
<b><i>Total</i></b>	<b><i>\$200,000</i></b>	<b><i>\$200,000</i></b>	<b><i>\$2,000,000</i></b>	<b><i>60</i></b>

(ii) The Option Agreement shall be amended by adding the following as Section 2.2(c):

*Subject to compliance with all applicable securities laws and stock exchange policies, each of the Parties agree to defer the issuance of Shares issuable upon each Share Issuance becoming due until the earlier of: (i) the Shares becoming listed on the Canadian Securities Exchange or any other stock exchange or quotation service upon which the Shares may be listed; or (ii) mutual agreement between the Parties.*

(iii) The Option Agreement shall be amended by adding the following as Section 4.3:

*If, during any Payment Period, the Optionee incurs Expenditures in excess of that required to maintain the Option in good standing in any Payment Period, then such excess Expenditures will be credited to the Optionee and be applied against the Optionee's obligations to contribute to the subsequent Payment Period. For greater certainty, any excess Expenditures remain subject to the terms and conditions set out in Article 4.*

3. Except as amended, each of the Parties agree that the Option Agreement continues to be binding, unchanged, and in full force and effect. Upon execution of this Amending Agreement by each of the Parties, the Option Agreement and this Amending Agreement will be read and construed as one agreement (together, the "**Amended Agreement**"). The Amended Agreement contains the entire understanding of the Parties with respect to the subject matter in this Amending Agreement and the Option Agreement and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, between the Parties.

4. This Amending Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. This Amending Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together will constitute one instrument. Delivery of an executed copy of this Amending Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Amending Agreement.

**IN WITNESS WHEREOF** this Amending Agreement has been executed by the parties hereto as of the day and year first above written.

**CARIBOO ROSE RESOURCES LTD.**

Per: "J. W. Morton"  
Authorized Signatory

**BRS RESOURCES LTD.**

Per: "Byron Coulthard"  
Authorized Signatory