

**AMENDING AGREEMENT #1** made as of the 8<sup>th</sup> day of March, 2018.

BETWEEN:

**CARPINCHO CAPITAL CORP.**, a corporation existing  
under the federal laws of Canada  
(hereinafter called "**Carpincho**")

OF THE FIRST PART,

AND:

**MM DEVELOPMENT COMPANY, LLC**, a limited  
liability company existing under the laws of the State of  
Nevada  
(hereinafter called "**MMDC**")

OF THE SECOND PART.

WHEREAS Carpincho and MMDC entered into a letter agreement dated February 13, 2018 (the "**Letter Agreement**") to complete the Transaction;

AND WHEREAS if the Definitive Agreement is not entered into on or prior to March 15, 2018, then the Letter Agreement shall terminate;

AND WHEREAS the parties require additional time to prepare and enter into the Definitive Agreement;

AND WHEREAS the parties wish to amend the Letter Agreement to provide for the foregoing as hereinafter provided;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **DEFINITIONS**

1. In this Agreement, including the Recitals, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Letter Agreement.

## **AMENDMENTS**

2. Section 23(b) of the Letter Agreement is hereby amended by replacing the existing provision in its entirety with the following:

"if the Definitive Agreement is not entered into on or prior to April 16, 2018;"

## **MISCELLANEOUS**

3. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflict of laws principles of such jurisdiction.

4. This Agreement shall enure to the benefit of and be binding upon Carpincho and MMDC, and their respective successors and assigns.
5. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision contained herein and any such invalid provision shall be deemed to be severable from the rest of the Agreement.
6. This Agreement may be executed by the undersigned by facsimile or other electronic transmission which when so executed and delivered shall be an original.

*[The remainder of this page has been left intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed effective as of the date set forth above.

**CARPINCHO CAPITAL CORP.**

By: “Lonnie Kirsh”  
Name: Lonnie Kirsh  
Title: President and Chief Executive  
Officer

**MM DEVELOPMENT COMPANY, LLC**

By: “Robert Groesbeck”  
Name: Robert Groesbeck  
Title: President