

## AMENDMENT AGREEMENT

THIS AGREEMENT dated for reference the 12th day of November, 2019.

### AMONG:

**PHENOME ONE CORP.**, a company incorporated pursuant to the laws of Canada

(hereinafter called "**Phenome**")

OF THE FIRST PART

### AND:

**MOUNTAIN LAKE MINERALS INC.**, a company incorporated pursuant to the laws of the Province of British Columbia

(hereinafter called "**MLK**")

OF THE SECOND PART

### WHEREAS:

A. Phenome and MLK entered into a license agreement dated April 8, 2019 (the "**Agreement**"); and

B. The parties mutually wish to amend the Agreement to amend the schedules of payments set forth therein.

**NOW THEREFORE**, in consideration of the mutual premises and the respective covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### 1. ONE AGREEMENT

The Agreement, as amended hereby, will continue in full force and effect and this Amendment Agreement will have effect so far as practicable as if all the provisions of the Agreement and of this Amendment Agreement were contained in the one instrument.

### 2. DEFINITIONS

Except as otherwise specified herein, all capitalized terms defined in the Agreement will have the same meaning when used in this Amendment Agreement.

### 3. AMENDMENTS TO AGREEMENT

Effective as of the date hereof, the Agreement is hereby amended by:

- (a) deleting the reference in Section 1.2 to the 'TSX Venture Exchange' and replacing them with references to 'Canadian Securities Exchange'; and

(b) deleting Section 7.1 in its entirety and replacing it as follows:

“7.1 **Cash Payments and Equity Interest.** In consideration for the rights granted to the Licensee hereunder, Licensee will:

- (a) issue to Licensor a total of 10,000,000 fully paid and non-assessable Shares as follows:
  - (i) 2,500,000 Shares on the Approval Date;
  - (ii) 2,500,000 Shares on or before the date that is three months after the Approval Date;
  - (iii) 2,500,000 Shares on or before the date that is six months after the Approval Date; and
  - (iv) 2,500,000 Shares on or before the date that is nine months after the Approval Date; and
- (b) pay to Licensor a total of \$250,000 as follows:
  - (i) \$50,000 on or before the date that is 18 months after the Approval Date;
  - (ii) \$100,000 on or before the date that is 24 three months after the Approval Date; and
  - (iii) \$100,000 on or before the date that is 30six months after the Approval Date.

#### **4. GOVERNING LAW**

This Amendment Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of such Province will have jurisdiction over any dispute arising under this Agreement.

#### **5. COUNTERPARTS**

This Amendment Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the day and year first above written.

**MOUNTAIN LAKE MINERALS INC.**

Per: "Signed"  
Authorized Signatory

**PHENOME ONE CORP.**

Per: "Signed"  
Authorized Signatory