

**MUSK METALS CORPORATION**  
**Suite 2905 – 700 West Georgia Street**  
**Vancouver, British Columbia V7Y 1C6**

October 10, 2023

**VIA EMAIL**

**Alain Moreau**  
*Redacted*

**Benoit Moreau**  
*Redacted*

Dear Sirs/Madames:

**Re: Amendment to the Purchase and Sale Agreement among Alain Moreau, Benoit Moreau (together, the “Vendors”) and Musk Metals Corporation (the “Company” and, collectively with the Vendors, the “Parties”) dated June 26, 2023 (the “Purchase Agreement”)**

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**WHEREAS**, the Parties entered into the Purchase Agreement, whereby the Vendors agreed to sell, assign, and transfer, and the Company agreed to purchase, the Vendors’ 100% interest in and to the Mineral Claims on the terms and conditions set forth in the Purchase Agreement;

**WHEREAS**, the Parties wish to amend Section 2, Section 4 and Section 7 of the Purchase Agreement; and

**WHEREAS**, all capitalized but undefined terms used herein will have the meanings set out in the Purchase Agreement;

**THEREFORE**, in consideration for the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Section 2(a)(i) of the Purchase Agreement be and is hereby deleted in its entirety and replaced with the following:

**“\$50,000 to be paid on or before June 26, 2024;”**

2. Section 4 of the Purchase Agreement be and is hereby amended by deleting the reference to “July 31, 2023” and replacing it with “December 31, 2023”.
3. Section 4(b) of the Purchase Agreement be and is hereby deleted in its entirety.
4. The header of Section 7 is hereby deleted in its entirety and replaced with the following:

**“SURVIVAL”**

5. Section 7 is hereby deleted in its entirety and replaced with the following:

**“Section 2(a), Section 5, Section 6 and Section 19 shall survive the completion of the purchase and sale as provided for herein.”**

6. Section 4(d) is hereby deleted in its entirety.
7. A new Section 19 be inserted into the Purchase Agreement under a new heading as follows:

**“CLAIM TRANSFER UPON PAYMENT OF PURCHASE PRICE**

19. Upon receipt of a cash payment of \$50,000 by the Vendors from the Purchaser, the Purchaser shall promptly receive from the Vendors a duly executed mining transfer form evidencing the transfer of the Mineral Claims from the Vendors in favour of the Purchaser, in the form prescribed by the *Mining Act* R.S.Q., M-13.1 (the “**Mining Act (Quebec)**”) together with any other document necessary or useful for such transfer, the whole to the satisfaction of the Purchaser. The Purchaser shall be responsible to pay any statutory or administrative fee or duty in relation to such transfer of mining rights and to the registration thereof.”
8. The Parties acknowledge and agree that the Purchase Agreement, as amended by this amending letter agreement (the “**Letter Agreement**”) shall continue in full force and effect and the rights and obligations of each Party thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. In the event of any inconsistency between this Letter Agreement and the Purchase Agreement, the terms of this Letter Agreement shall prevail to the extent of such inconsistency.
9. This Letter Agreement, and all matters relating hereto or arising herefrom, will be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
10. The Vendors acknowledge and agree that the Company has given the Vendors the opportunity to seek, and has recommended that the Vendors obtain, independent legal advice with respect to the subject matter of this Letter Agreement and, further, the Vendors hereby represent and warrant to the Company that the Vendors have sought independent legal advice or waive such advice.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

11. This Letter Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Letter Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement among the Parties.

By their signatures below, the Parties agree to the above terms.

Yours truly,

**MUSK METALS CORPORATION**

*"Emily Sewell"*

Name: Emily Sewell

Title: Chief Financial Officer

Accepted this 10<sup>th</sup> day of October, 2023.

**ALAIN MOREAU**

*"Alain Moreau"*

Signature

Accepted this 10<sup>th</sup> day of October, 2023.

**BENOIT MOREAU**

*"Benoit Moreau"*

Signature