

AMENDING AGREEMENT

This amending agreement (the “**Amending Agreement**”) is entered into with effect as of the 21st day of January, 2021 (the “**Amendment Date**”) by and between Tashota Resources Inc. (the “**Company**”), and Rudolf Wahl (“**Wahl**”).

WHEREAS on March 4, 2014, the Company and Wahl, (collectively the “**Parties**”) entered into an Option Agreement, as amended on May 3, 2019 and April 29, 2020 (collectively the “**Original Agreement**”);

AND WHEREAS the Parties have agreed to amend the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual agreements contained in this Amending Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties covenant and agree as follows:

1. Section 1(a)(ii) of the Original Agreement, and modified by any amendments to such Original Agreement, is hereby deleted in its entirety and replaced with:

“250,000 shares of Tashota Resources Inc. (in this section referred to as “**TRI**”) shall be issued to the Optionor on a date to be determined by mutual agreement of the Optionor and TRI (the “**TRI Shares**”).”

2. The Parties hereto agree and acknowledge that the TRI Shares are to be issued within thirty (30) days of the date of this Amending Agreement, and the Company shall grant in favour of Wahl a non-interest bearing promissory note, in the amount of \$20,000 (the “**Promissory Note**”), with the principal amount to be due and payable within sixty (60) days from the date of the Promissory Note, and upon issuance of the TRI Shares, and execution of the Promissory Note by the Company, all outstanding work commitments and/or exploration expenditures contemplated by the Original Agreement will have been completed and the Company shall have earned the 100% interest in the Hemlo South property contemplated by the Original Agreement, subject to the three percent (3%) NSR in favour of Wahl to be paid by the Company in accordance with the terms of the Original Agreement.
3. Any terms not otherwise defined herein have the meaning ascribed to them in the Original Agreement.
4. This Amending Agreement becomes effective when executed by all of the Parties. After that time, it will be binding upon and enure to the benefit of the Parties, their directors and officers, and their successors, legal representatives and permitted assigns.
5. This Amending Agreement shall be governed by, including as to validity, interpretation and effect, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
6. This Amending Agreement, and the Original Agreement shall be read and construed together as if they constituted one document, provided that if there is any inconsistency between the Original Agreement, and this Amending Agreement the provisions of this Amending Agreement shall govern.
7. This Amending Agreement may be executed and delivered in any number of counterparts, which may be executed and delivered by facsimile transmission or electronically in PDF or similar secure format,

and it will not be necessary that the signatures of all Parties be contained on any counterpart. Each counterpart will be deemed an original and all counterparts together will constitute one and the same document.

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IN WITNESS WHEREOF the Parties have executed this Second Amending Agreement as of the Second Amendment Date.

TASHOTA RESOURCES INC.

Per: “Charles Elbourne”
Name: Charles Elbourne
Title: President

“Rudolf Wahl”
Rudolf Wahl