

**DELREY METALS CORP.**  
4302 - 1151 West Georgia Street  
Vancouver, BC, V6E 0B3

June 25, 2018

ELECTRONIC MAIL

**Christopher R. Paul**

206 - 3500 Carrington Road  
West Kelowna , BC V4T 3C1

**Michael Blady**

1851 Diamond View Drive  
West Kelowna BC, V1Z 4B7

**Dev Rishy-Maharaj**

950 Munro St.  
Kamloops BC, V2C 3G1

**RE: Third Amendment to the Letter Agreement dated November 7, 2017 (the "Letter Agreement") among Christopher R. Paul ("Paul"), Michael Blady ("Blady"), Dev Rishy-Maharaj ("Rishy-Maharaj", and collectively with Paul and Blady, the "Optionors") and Delrey Metals Corp. ("the Optionee") for the Option to Purchase the Sunset Mineral Property, Vancouver Mining Division, British Columbia, Canada.**

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**WHEREAS** the parties seek to amend the Letter Agreement to extend the first scheduled payment of exploration expenditures (the "**Amendment**");

Now for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by each party, the parties hereto 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 Letter Agreement.
2. The paragraph of the Letter Agreement following the heading "Exploration Requirements" is hereby amended by deleting such paragraph in its entirety and replacing the paragraph with the following:

"Optionee will complete \$1,000,000 in exploration on the property according to the following schedule:

<u>Exploration</u>	<u>Completed By</u>
\$100,000	September 30, 2018
\$200,000	June 30, 2019
<u>\$700,000</u>	<u>June 30, 2020</u>
\$1,000,000	Total

Excess expenditures from one year can be applied to the next. If there is a shortfall in exploration expenditures in any one year, the Agreement can be maintained in good standing by making a payment, in the equivalent cash, of the shortfall to the Optionor."

The parties hereto acknowledge and agree that the Letter Agreement, as amended by this Amendment, 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 Amendment and the Letter Agreement, the terms of this Amendment shall prevail to the extent of such inconsistency.

Yours truly,

**DELREY METALS CORP.**

By: "Morgan Good"  
Name: Morgan Good  
Title: Chief Executive Officer, President, and Director

**AGREED AND ACCEPTED** this 25th day of June, 2018.

WITNESSED BY: )  
)  
"Corrinne Franson" )  
Signature )  
Corrinne Franson )  
Name )  
)  
Address )  
)  
)  
Office & Accounting Manager )  
Occupation )

"Christopher R. Paul"  
**CHRISTOPHER R. PAUL**

WITNESSED BY: )  
)  
"Corrinne Franson" )  
Signature )  
Corrinne Franson )  
Name )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
)  
Office & Accounting Manager )  
Occupation )

"Michael Blady"  
**MICHAEL BLADY**

WITNESSED BY: )  
)  
"Corrinne Franson" )  
Signature )  
Corrinne Franson )  
Name )  
\_\_\_\_\_)  
Address )  
\_\_\_\_\_)  
)  
Office & Accounting Manager )  
Occupation )

"Dev Rishy-Maharaj"  
**DEV RISHY-MAHARAJ**