

CARLYLE COMMODITIES CORP.

620 – 1111 Melville Street
Vancouver, BC, V6E 3V6

December 29, 2021

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: Sixth Amendment to the Letter Agreement dated November 7, 2017, as amended on May 25, 2018, June 25, 2018, April 24, 2020 and July 29, 2021 (collectively, the “Letter Agreement”) among Christopher R. Paul, Michael Blady, Dev Rishy-Maharaj and Carlyle Commodities Corp. (formerly, Delrey Metals Corp.) for the Option to Purchase the Sunset Mineral Property, Vancouver Mining Division, British Columbia, Canada.

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 it 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	December 31, 2022
<u>\$700,000</u>	<u>December 31, 2023</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,

CARLYLE COMMODITIES CORP.

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

AGREED AND ACCEPTED this 29th day of December, 2021.

WITNESSED BY:)	
)	
_____)	
Signature)	
_____)	
Name)	<u>/s/ Christopher R. Paul</u>
_____)	CHRISTOPHER R. PAUL
Address)	
_____)	
_____)	
Occupation)	

WITNESSED BY:)
)
)
 _____)
 Signature)
 _____)
 Name) /s/ Michael Blady _____
) **MICHAEL BLADY**
 _____)
 Address)
 _____)
 _____)
 Occupation)

WITNESSED BY:)
)
)
 _____)
 Signature)
 _____)
 Name) /s/ Dev Rishy-Maharaj _____
) **DEV RISHY-MAHARAJ**
 _____)
 Address)
 _____)
 _____)
 Occupation)