

**THIS AMENDING AGREEMENT** is made as of the 21st day of September, 2018.

**BETWEEN:**

**BEARING LITHIUM CORP.**, a corporation existing under the laws of the Province of British Columbia and having an office at 1400 – 1111 West Georgia, Vancouver, British Columbia V6E 4G2

(the "Optionor")

**AND:**

**FIRST DIVISION VENTURES INC.**, a corporation existing under the laws of the Province of British Columbia and having a registered and records office at Suite 409 - 221 West Esplanade, North Vancouver, British Columbia V7M 3J3

(the "Optionee")

**WHEREAS:**

- A. The Optionee and the Optionor have previously entered into an Amended and Restated Property Option Agreement dated May 2, 2018 (the "**Agreement**"); and now wish to make certain amendments to the provisions of the Agreement.

**NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH** that in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set out in the Agreement.
2. Section 3.2 (b) of the Agreement is deleted in its entirety and is replaced with the following:

"(b) Incurring an aggregate of \$1,500,000 in Exploration Expenditures on the Property as follows:

- (i) \$60,000 on or before September 25, 2018;
  - (ii) \$440,000 on or before March 25, 2020; and
  - (iii) \$1,000,000 on or before September 25, 2020."
3. In all other respects the terms and conditions of the Agreement shall continue in full force and effect, unamended except as provided herein.


4. Each of the parties hereto agrees to do and/or execute all such further and other acts, deeds, things, devices, documents and assurances as may be required in order to carry out the true intent and meaning of this Amending Agreement.
5. This Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their successors and permitted assigns, as the case may be.
6. This Amending Agreement may be executed in counterparts and by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), each of which shall be deemed to be an original and all of which shall constitute one and the same document.

*[Signature Page Follows]*

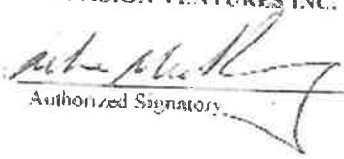
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IN WITNESS WHEREOF, the parties hereto have executed this Amending Agreement as of the day and year first above written

**BEARING LITHIUM CORP.**

By   
Authorized Signatory

**FIRST DIVISION VENTURES INC.**

By   
Authorized Signatory

{W00565785}

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

**BEARING LITHIUM CORP.**

By: \_\_\_\_\_  
Authorized Signatory

**FIRST DIVISION VENTURES INC.**

By:  \_\_\_\_\_  
Authorized Signatory