

FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1. Name and Address of Company

First Division Ventures Inc. (the "**Company**")
c/o Suite 409 – 221 West Esplanade
North Vancouver, BC V7M 3J3

Item 2. Date of Material Change

February 5, 2019

Item 3. News Release

A news release was disseminated on February 6, 2019.

Item 4. Summary of Material Change

The Company has entered into an Assignment and Property Option Agreement with Geoxplor Corp. for the option to acquire a 100% interest in the Temple Mountain Property located in Emery County, Utah, USA.

Item 5. Full Description of Material Change

The Company has entered into an Assignment and Property Option Agreement (the "**Agreement**") with Geoxplor Corp. ("**Geoxplor**") of Arizona, USA for the option (the "**Option**") to acquire a 100% interest in the Temple Mountain Property (the "**Property**") located in Emery County, Utah, USA. The Property is comprised of 60 claims (collectively, the "**Claims**").

Geoxplor is the owner of 51 of the Claims and holds an option to acquire the remaining 9 Claims from a third party underlying property owner (the "**Underlying Property Owner**") pursuant to a mining agreement between Geoxplor and the Underlying Property Owner dated December 20, 2017 (the "**Underlying Agreement**"). Geoxplor has agreed to assign such option to the Company under the terms of the Agreement.

In order to acquire a 100% interest in the Property, subject to the NSR (as defined below), the Company must make cash payments aggregating US\$335,000 to Geoxplor and US\$300,000 to the Underlying Property Owner, as follows:

To Geoxplor:

- US\$60,000 within 5 business days of filing the Agreement with the Canadian Securities Exchange ("**CSE**"). This payment has been made as of February 12, 2019.
- US\$50,000 on or before the first anniversary of the date of the Agreement.
- US\$75,000 on or before the second anniversary of the date of the Agreement.
- US\$75,000 on or before the third anniversary of the date of the Agreement.
- US\$75,000 on or before the fourth anniversary of the date of the Agreement.

To the Underlying Property Owner:

- US\$10,000 on or before the second anniversary of the date of the Underlying Agreement.
- US\$20,000 on or before the third anniversary of the date of the Underlying Agreement.
- US\$20,000 on or before the fourth anniversary of the date of the Underlying Agreement.
- US\$250,000 on or before the fifth anniversary of the date of the Underlying Agreement.

In addition, to exercise the Option, the Company must also issue an aggregate of 3,250,000 of its common shares ("**Common Shares**") to Geoxplor as set out below.

- 500,000 Common Shares within 5 business days of filing the Agreement with the CSE. This issuance has been completed as of February 8, 2019.
- 500,000 Common Shares on or before the first anniversary of the date of the Agreement.
- 500,000 Common Shares on or before the second anniversary of the date of the Agreement.
- 750,000 Common Shares on or before the third anniversary of the date of the Agreement.
- 1,000,000 Common Shares on or before the fourth anniversary of the date of the Agreement.

Further, the Company may elect to satisfy the following two additional payment obligations (the "**Additional Payments**") in either cash or Common Shares:

- US\$1,000,000 on or before the date of commencement of commercial production from the Property.
- US\$500,000 upon delivery of a Preliminary Economic Assessment (as such term is defined in National Instrument 43-101)

If the Company elects to complete the Additional Payments in Common Shares, the applicable price per Common Share will be equal to the volume weighted average trading price of the Common Shares on the CSE for the five trading days prior to the applicable time.

Exercise of the Option also requires the Company to incur exploration expenditures in the aggregate amount of US\$1,300,000 by the fourth anniversary of the Agreement as follows: (i) US\$100,000 on or before the first anniversary of the Agreement; (ii) US\$200,000 on or before the second anniversary of the Agreement; (iii) US\$500,000 on or before the third anniversary of the Agreement; and (iv) US\$500,000 on or before the fourth anniversary of the Agreement.

Upon exercise of the Option, Geoxplor will be granted a 2% net smelter returns royalty ("**NSR**") payable upon commercial production from the Property. The Company may buy-back 50% of the NSR at a price of US\$1,000,000.

Item 6. Reliance on Confidential Filing Provisions

Not applicable. This Material Change Report is not being filed on a confidential basis.

Item 7. Omitted Information

Not Applicable.

Item 8. Executive Officer

Michael Mulberry
Chief Executive Officer, President and Director
Telephone: (778) 855-5001

Item 9. Date of Report

February 14, 2019