

## AMENDMENT TO THE PROPERTY OPTION AGREEMENT

This Amendment to the Property Option Agreement is made and entered into effective as of September 10, 2018.

### BETWEEN:

**TOC VAN VENTURES CORP.**, a corporation organized under the laws of the Province of Alberta ("**Tocvan**")

- and -

**CARUBE COPPER CORP.**, a corporation organized under the laws of the Province of Ontario (the "**Carube**")

### WHEREAS:

- A. Tocvan and Carube entered into a property option agreement dated May 23, 2018 (the "**Option Agreement**") wherein Tocvan acquired an option to earn an 80% interest in certain mining claims held by Carube, as described in the Option Agreement; and
- B. Tocvan and Carube desire to amend the Option Agreement, a copy of which is attached hereto as Schedule "A", in accordance with the terms and conditions set forth herein.

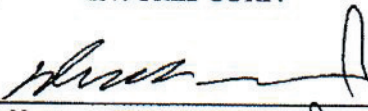
**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. Unless otherwise defined herein, words and expressions defined in the Option Agreement shall have the respective meanings attributed thereto when used herein.
2. Article 2.2 is deleted in its entirety and replaced with the following text:  
  
"In the event that Tocvan fails to complete its IPO and subsequent listing on the Canadian Stock Exchange within seven months of the grant of this option, this agreement will become null and void. Carube would retain 100% interest in the property."
3. Section 9.2(a) is deleted in its entirety and is replaced with the following text:  
  
"**Title.** Carube is the legal owner of 100% of the interests in the Property, free and clear of any Encumbrances and has good and valid title to the Property, with the exception of certain Net Smelter Royalties on some of the claims owned by third parties. Some of the NSRs can be partially repurchased. Once Tocvan has earned in to their 80% interest in the property, Tocvan will have the option to participate with Carube by providing 80% of the funding required to repurchase any of the NSRs held by a third party. The parties acknowledge and agree that Tocvan shall have full legal authority to decide if the NSR is repurchased. Should Tocvan decide to exercise the option, Tocvan will provide 80% of the funds necessary, and Carube shall provide 20% of the funds."

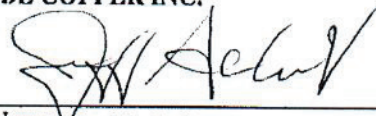
4. All other terms and conditions set forth in the Option Agreement shall remain the same and unamended and in full force and effect.

**IN WITNESS WHEREOF**, the Vendor and the Purchaser have caused this Agreement to be executed as of the date first written above.

**TOC VAN VENTURES CORP.**

By:   
Name: Derek Wood  
Title: President / CEO

**CARUBE COPPER INC.**

By:   
Name: Jeff Ackert  
Title: VP Business Development