

# AMENDING AGREEMENT

**THIS AMENDING AGREEMENT** is made effective as of September 3, 2020.

**AMONG:**

**MARINER RESOURCES CORP.**

of 10545 - 45 Avenue NW, 250 Southridge, Suite 300, Edmonton, BC T6H 4M9

(“**Mariner**”)

**AND:**

**EXPLOITS GOLD CORP.**

of Suite 2900 – 595 Burrard Street, Vancouver, B.C. V7X 1J5

(“**Exploits**”)

**AND:**

**EACH OF THE SHAREHOLDERS OF EXPLOITS**

(collectively, the “**Exploits Shareholders**”)

**WHEREAS** the parties entered into a Share Exchange Agreement dated September 1, 2020 (the “**SEA**”), which the parties have agreed to amend in the manner set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements contained in the SEA and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. All capitalized words or phrases used herein which are not otherwise defined, have the meanings ascribed thereto in the SEA.
2. As there are no outstanding share purchase warrants in the capital of Exploits, but there are outstanding share purchase options in the capital of Exploits,
  - (i) all references to “Exploits Warrants” are changed to refer to “Exploits Options”;
  - (ii) the definition of “Exploits Warrants” is changed to:  
“**Exploits Options**” means all issued and outstanding options to acquire Exploits Shares;”
  - (iii) all references to “Mariner Replacement Warrants” are changed to refer to “Mariner Replacement Options”;
  - (iv) the definition of “Mariner Replacement Warrants” is changed to:  
“**Mariner Replacement Options**” means the options to acquire Mariner Shares to be issued by Mariner in exchange for the cancellation of the outstanding Exploits Options upon Closing in accordance with this Agreement;”
3. Section 2.3 of the SEA is amended by deleting the same in its entirety and replacing it with the following:  
  
“2.3 For no additional consideration, upon Closing, each of the then outstanding Exploits Options will be cancelled and in its place Mariner shall grant to the holder thereof two Mariner

Replacement Options, on the same terms and conditions as the cancelled Exploits Options, except that the exercise price will reflect the trading price of Mariner Shares as of the Effective Date.”

4. To reflect that Crest Resources Inc. holds fewer Exploits Shares (and will consequently receive fewer Payment Shares), and to reflect amended shareholdings among certain Exploits Shareholders, and to reflect that certain Exploits Shareholders have exercised some or all of their Exploits Options, Schedule “A” to the SEA is amended in accordance with the attached replacement Schedule “A”, and the execution pages are amended to reflect any new Exploit Shareholders.

5. In all other regards, the SEA remains unamended, and in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**MARINER RESOURCES CORP.**

Per:

*"Justin Bourassa"*

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Authorized Signatory

**EXPLOITS GOLD CORP.**

Per:

*"Nicholas Rodway"*

\_\_\_\_\_  
Authorized Signatory

**For and on behalf of all Exploits Shareholders**

by the power of attorney granted to the undersigned:

*"Michael Collins"*

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●, Chief Executive Officer of Exploits Gold Corp.