

**SECOND AMENDMENT TO
AMALGAMATION AGREEMENT**

THIS AGREEMENT dated as of December 30, 2020.

BETWEEN:

YUKOTERRE RESOURCES INC., a company existing under the laws of Ontario
("Yukoterre")

AND:

1261466 B.C. LTD., a company existing under the laws of British Columbia
("Yukoterre Subco")

AND:

FLYOVERTURE EQUITY INC., a company incorporated under the laws of
British Columbia;

("Silo Wellness")

WHEREAS Yukoterre is a publicly-listed company whose common shares are listed on the Canadian Securities Exchange (the "CSE");

AND WHEREAS pursuant to an amalgamation agreement dated as of August 25, 2020 between Yukoterre, Yukoterre Subco and Silo Wellness (as amended to the date hereof, the "**Amalgamation Agreement**"), Yukoterre Subco and Silo Wellness have agreed to amalgamate under the provisions of the *Business Corporations Act* (British Columbia) on the terms and conditions described in this Agreement so that the shareholders of Silo Wellness become shareholders of Yukoterre and Yukoterre Subco and Silo Wellness continue as one corporation, which shall be a wholly-owned subsidiary of Yukoterre.

AND WHEREAS Yukoterre, Yukoterre Subco and Silo Wellness have agreed to execute and deliver this Agreement (the "**Second Amendment**") for the purpose of amending the Amalgamation Agreement, effective as of the date hereof, on the terms and on the conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Defined Terms:** Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the respective meanings ascribed to them in the Amalgamation Agreement.
2. **Amendments:** Yukoterre, Yukoterre Subco and Silo Wellness hereby acknowledge and agree that the Amalgamation Agreement shall be amended as follows:
 - a) By deleting the words "December 31, 2020" from Section 1.1(i) of the Amalgamation Agreement and replacing them with "February 26, 2021";

- b) By deleting the words “December 31, 2020” from Section 1.1(mm) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - c) By deleting the words “December 31, 2020” from Section 5.1(a) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - d) By deleting the words “December 31, 2020” from Section 5.1(b) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - e) By deleting the words “December 31, 2020” from Section 5.1(c) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - f) By deleting the words “December 1, 2020” from Section 5.1(d) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - g) By deleting the words “December 1, 2020” from Section 5.1(i) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - h) By deleting the words “December 31, 2020” from Section 11.1(b)(i) of the Amalgamation Agreement and replacing them with “February 26, 2021”;
 - i) By deleting the words “December 31, 2020” from Section 11.1(b)(ii) of the Amalgamation Agreement and replacing them with “February 26, 2021”; and
 - j) By deleting the words “December 31, 2020” in the last paragraph of 11.1 of the Amalgamation Agreement and replacing them with “February 26, 2021”.
3. All other terms of the Amalgamation Agreement shall remain in full force and effect and unamended and time shall remain of the essence hereof.
4. This First Amendment may be executed in several counterparts and may be delivered by facsimile transmission, each of which parts when so executed and delivered shall be deemed to be an original, and all of which such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first mentioned.

YUKOTERRE RESOURCES INC.

By: <signed> Kenny Choi
Name: Kenny Choi
Title: Chief Executive Officer

1261466 B.C. LTD.

By: <signed> Kenny Choi
Name: Kenny Choi
Title: Chief Executive Officer

FLYOVERTURE EQUITY INC.

By: <signed> Michael Arnold
Name: Michael Arnold
Title: Chief Executive Officer