

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (the "**Agreement**") is made effective as of the 17th day of January, 2019.

BETWEEN:

0890763 B.C. LTD., a company existing under the laws of the Province of British Columbia and having an office located at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8

(the "**Optionor**")

AND:

MICHELIN MINING CORP., a company existing under the laws of the Province of British Columbia and having an office located at Suite 410, 325 Howe Street, Vancouver, British Columbia, V6C 1Z7

(the "**Optionee**")

(the Optionor and the Optionee, collectively, the "**Parties**" and each a "**Party**")

WHEREAS the Parties have entered into a mining option agreement dated effective November 16, 2018 (the "**Option Agreement**"), pursuant to which the Optionee acquired the right to earn a seventy percent (70%) interest in and to a series of mineral claims located in the Yukon Territory and commonly known as the "Rude Creek Gold Property" (collectively, the "**Property**");

AND WHEREAS the Parties now desire to amend the Option Agreement as set forth in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Option Agreement is hereby amended to include the following definition in Paragraph 1(a) of the Option Agreement:

"Existing Royalties" means the two percent (2.0%) net smelter returns royalty owing in respect of the Mining Claims known as "Royal 1-12", in favour of Wildwood Exploration Inc., and in respect of the Mining Claims known as "Poker 1-16, 21-39, 40-56, 65-68, 70-76, 77, 79-89", in favour of Farrell Anderson.

2. The Option Agreement is further amended to qualify the representation set forth in Paragraph 2(f) with any royalties or obligations which may be due and owing in connection with the "Existing Royalties".
3. The Option Agreement is further amended to delete Paragraph 7(b), and replace it with the following:

By January 31 of each year of the Option, or by May 15, 2019 in the case of the first year of the Option Period, the Operator shall propose a Work Program for the year in

question in accordance with the Optionee's work obligations under §4 and based upon recommendations for the Property contained in a technical report.

4. The Option Agreement is further amended to delete Paragraph 7(c), and replace it with the following:

*The Optionee will have until the end of business on February 15 (or if February 15 is not a Business Day, until the close of business on the next Business Day following February 15, and in the case of the case first year of the Option Period, the Optionee will have until the end of business on the fifteenth date following proposal of a Work Program) to accept the Work Program ("**Acceptance Notice**"), or give notice to the Optionor that it does not accept the Work Program and requesting revisions ("**Non-Acceptance Notice**"). Any Non-Acceptance Notice will provide an explanation as to the requested revisions to the Work Program. If the Optionee does not accept the Work Program as originally proposed, the Operator shall provide to the Optionee for acceptance a revised Work Program within 15 Business Days from Non-Acceptance Notice, and which will represent the final Work Program for the year. An Acceptance Notice will not be unreasonably withheld.*

5. The Option Agreement is further amended to include the following in Paragraph 8(a):

The Parties will be jointly responsible for any obligations due and owing with respect to the Existing Royalties, based on their pro rata interest in the joint venture from time-to-time.

6. The Option Agreement is further amended to delete Section 9, and replace it with the following:

Transfer of Title. *Upon Option Exercise, the Optionor shall deliver to the Optionee a signed transfer in recordable form in compliance with the Mining Act (the "**Transfer**") and the Optionee will be entitled to record the Transfer with the appropriate government offices to indicate the 70% interest held by the Optionee, subject to the NSR and the Existing Royalties.*

7. The Option Agreement is further amended to delete Paragraph 17(a), and replace it with the following:

*If the Optionee completes the Option Exercise and begins commercial production on any part of the Property, the Optionee shall pay to the Optionor a royalty (the "**NSR**") calculated at 3% of the Net Smelter Returns as defined, calculated and set forth in Schedule B to this Agreement, except that the amount of the NSR payable to the Optionor hereunder, with respect to the Mining Claims which are subject to the Existing Royalties, shall be reduced by an amount equivalent to the Existing Royalties.*

8. The Option Agreement is further amended to delete Section 19, and replace it with the following:

Assignment. *Except in the case of a transfer to an Affiliate, as such term is defined by the Business Corporations Act (British Columbia), the Optionee may not assign any part of its obligations under this Agreement to any third party (an "**Assignee**") without the consent of the Optionor, which consent may be withheld in the sole discretion of the Optionor.*

9. The Option Agreement and this Agreement shall together constitute and be read as one and the same written instrument.
10. Except as otherwise amended by the foregoing, the provisions of the Option Agreement shall be and continue in full force and effect and are hereby confirmed as of the date hereof.
11. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.
12. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all disputes arising hereunder.
13. This Agreement may be executed and delivered in any number of original or electronic counterparts, each of which when executed and delivered shall be considered an original and all of which taken together shall constitute one and the same instrument.

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

0890763 B.C. LTD.

By: /s/ Bart Jaworski
Name: Bart Jaworski
Title: Director

MICHELIN MINING CORP.

By: /s/ Winnie Wong
Name: Winnie Wong
Title: Chief Financial Officer