

SECOND AMENDMENT TO MINERAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT is dated April 15th, 2019.

AMONG:

MICHAEL BLADY, an individual with an address at [REDACTED]
[REDACTED]

AND:

CHRISTOPHER PAUL, an individual with an address at [REDACTED]
[REDACTED]

AND:

DEV RISHY-MAHARAJ, an individual with an address at [REDACTED]
[REDACTED]

(Mr. Blady, Mr. Paul and Mr. Rishy-Maharaj together, the "**Optionors**")

AND:

PETER CUNNINGHAM, an individual with an address at [REDACTED]
[REDACTED]

AND:

2411763 ONTARIO INC., a corporation incorporated under the laws of the
Province of Ontario and having an address at [REDACTED]
[REDACTED]

AND:

JORDAN TRIMBLE, an individual with an address at [REDACTED]
[REDACTED]

AND:

JAMES PETTIT, an individual with an address at [REDACTED]
[REDACTED]

(Mr. Cunningham, 2411763 Ontario Inc., Mr. Trimble and Mr. Pettit together, the
"**Optionees**")

WHEREAS:

- A. the Optionors and the Optionees entered into a mineral property option agreement dated October 13, 2016 (the "**Original Mineral Property Option Agreement**"), a copy of which is attached hereto as Schedule "A", which was amended on June 13, 2018 (the "**Amended Option Agreement**"), a copy of which is attached hereto as Schedule "B", pursuant to which the Optionors granted the Optionees the right to earn a 100% interest in certain mineral claims (the "**Mineral Claims**"), subject to certain royalties as more

particularly described in the Original Mineral Property Option Agreement and the Amended Option Agreement, copies of which are attached hereto as Schedule "C";

- B. the Optionees, because of the depressed junior mining resource equity market, have requested relief from some of the terms in the Original Mineral Property Option Agreement and the Amended Option Agreement; and
- C. the Optionors and the Optionees now wish to amend and reinstate the Original Mineral Property Option Agreement and the Amended Option Agreement upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the the mutual promises, covenants, consents, conditions, representations and warranties contemplated hereunder and for other good and valuable consideration (being \$10), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Optionors and the Optionees acknowledge and agree that the Original Mineral Property Option Agreement and Amended Option Agreement are hereby reinstated, reconfirmed and of full force and effect, subject to the amendments contained in this Agreement.

2. Section 4(b) – Grant of Exercise of Option under the Original Mineral Property Option Agreement and the Amended Option Agreement is hereby deleted and the following is substituted therefore:

"(b) The Optionees can acquire the Option by incurring a total of \$1,250,000 in Exploration Expenditures as follows:

- (i) \$100,000 to be incurred on or before December 31, 2019;
- (ii) \$150,000 to be incurred on or before June 30, 2020;
- (iii) \$250,000 to be incurred on or before January 30, 2021; and
- (iv) \$750,000 to be incurred on or before June 30, 2021."

3. Section 12(h) – Royalty under the Original Mineral Property Option Agreement and the Amended Option Agreement is hereby deleted and the following is substituted therefore:

"(h) Beginning on December 31, 2019, and annually thereafter, the Optionees will make a \$50,000 cash annual advance minimum royalty payment to the Optionors (the "**Annual Advance Minimum Royalty Payment**"). The Annual Advance Minimum Royalty Payment will be paid as follows: one-third of such cash payment will be paid to Michael Blady, one-third of such cash payment will be paid to Chris Paul and one-third of such cash payment will be paid to Dev Rishy-Maharaj. All Annual Advance Minimum Royalty Payments will be deductible from future Royalty payments."

4. All other terms and conditions of the Original Mineral Property Option Agreement and the Amended Option Agreement are reinstated and remain in full force and effect.

5. This Agreement shall enure to the benefit of the parties hereto and their respective successors and assigns.

6. The Recitals hereto are incorporated herein by reference and constitute a part of this Agreement.

7. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and all counterparts, taken together, shall constitute one and the same agreement. Delivery of this Termination Agreement by facsimile or other form of electronic transmission shall constitute valid and effective delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above:

OPTIONERS:

"Michael Blady"
Michael Blady

"Christopher Paul"
Christopher Paul

"Dev Rishy-Maharaj"
Dev Rishy-Maharaj

OPTIONEES:

"Peter Cunningham"
Peter Cunningham

"Jordan Trimble"
Jordan Trimble

"Johnathan Dewdney"
2411763 Ontario Inc.
Per: Johnathan Dewdney

"James Pettit"
James Pettit

Schedule "A"

Original Mineral Property Option Agreement

Schedule "B"
Amended Option Agreement

Schedule "C"

Mineral Claims

The following Mineral Claims¹ are located in the Cariboo Mining District, British Columbia, Canada:

Table 1. List of Mineral Titles, Skyfire Property

Title Number	Claim Name	Registered Owners (50% each)	Issue Date	Good To Date	Area (ha)
1042470	Cutty 2	C. Paul, D. Rishy-Maharaj	2016/JAN/25	2022/AUG/02	296.27
1042472	Cutty 3	C. Paul, D. Rishy-Maharaj	2016/JAN/25	2022/AUG/02	355.51
1042473	Cutty	C. Paul, D. Rishy-Maharaj	2016/JAN/25	2022/AUG/02	316.11
1042474	Cutty 4	C. Paul, D. Rishy-Maharaj	2016/JAN/25	2022/AUG/02	256.85
1042475	Cutty 5	C. Paul, D. Rishy-Maharaj	2016/MAR/01	2022/AUG/02	256.84
1042713	Cutty 6	C. Paul, D. Rishy-Maharaj	2016/MAR/10	2022/AUG/02	197.51
1042714	Cutty 7	C. Paul, D. Rishy-Maharaj	2016/MAR/10	2022/AUG/02	217.36

1896.44

¹ The Mineral Claims are subject to the Royalty and the Annual Advance Minimum Royalty.