

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this “**Agreement**”) is dated for reference the 10th day of June, 2024.

AMONG:

GOLD HUNTER RESOURCES INC., having an address at 75-8050 204TH Street, Langley, British Columbia, V2Y 0X1

(the “**Optionee**”)

AND:

MAGNA TERRA MINERALS INC., having an address at Suite 401 – 20 Adelaide Street East, Toronto, Ontario, M5C 2T6

(“**Magna Terra**”)

AND:

2647102 ONTARIO INC., having an address at Suite 401 – 20 Adelaide Street East, Toronto, Ontario, M5C 2T6

(“**2647102**”, and together with Magna Terra, the “**Optionors**”)

WHEREAS:

A. The Optionee entered into an option agreement (the “**Option Agreement**”) with the Optionors, dated May 28, 2024, pursuant to which the Optionee was granted an exclusive option to acquire a one hundred percent (100%) undivided right, title, ownership and beneficial interest in and to certain mineral claims owned by the Optionors, free and clear of any Encumbrances, except for certain Permitted Encumbrances; and

B. The Optionee and the Optionors wish to enter into this Agreement to amend certain provisions in the Option Agreement.

PART 1 INTERPRETATION

1.1 Unless otherwise defined herein, all capitalized terms used in this Agreement will have the meanings ascribed to them in the Option Agreement.

**PART 2
AMENDMENTS**

- 2.1 The Option Agreement be and is hereby amended by deleting, in its entirety, section 2.4(a) and replacing it with:

“The number of Shares to be issued under any Share Issuance set forth in Section 2.2(a) will be determined by dividing the dollar amount of Shares to be issued at any point in time by the greater of: (A) the 20-day volume weighted average price of the Shares for the 20 Trading Days immediately prior to the due date for the Share Issuance, or for the first Share Issuance, immediately prior to the Effective Date but excluding any Trading Days prior to May 2, 2024 (the “**Share Price**”); and (B) \$0.05.”.

**PART 3
GENERAL**

- 3.1 Except as amended by this Agreement, the parties agree that the Option Agreement continues to be binding, unchanged, and in full force and effect. Upon execution of this Agreement by each of the parties, the Option Agreement and this Agreement will be read and construed as one agreement (together, the “**Amended Agreement**”). The Amended Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and the Amended Agreement and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, among the parties.
- 3.2 This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties agree that the courts of British Columbia will have sole jurisdiction to entertain any action or other legal proceeding based on any provision of this Agreement and the Parties agree to attorn to the exclusive jurisdiction of such courts.
- 3.3 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 3.4 Time will be of the essence in this Agreement and every part of it.
- 3.5 This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument and delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

GOLD HUNTER RESOURCES INC.

Per:

“Sean Kingsley”

Name: Sean Kingsley

Title: CEO and President

MAGNA TERRA MINERALS INC.

Per:

“Lew Lawrick”

Name: Lew Lawrick

Title: CEO and President

2647102 ONTARIO INC.

Per:

“Lew Lawrick”

Name: Lew Lawrick

Title: CEO and President