

AMENDMENT TO OPTION AGREEMENT

DATED effective as of the 27th day of November 2020.

AMONG:

PROSPERITY EXPLORATION CORP., a British Columbia corporation with an address at #1240, 789 W. Pender Street, Vancouver, British Columbia V6C 1H2

("Prosperity")

AND:

MULTIPLE METALS RESOURCES LTD., a corporation with an address at 2801, 1166 Melville St., Vancouver, BC, V6E 4P5

("Optionor")

AND:

ROBERT F. WEICKER, an individual with an address at 2801, 1166 Melville St., Vancouver, BC, V6E 4P5

(the "Nominee")

(collectively, the "**Parties**")

WHEREAS:

- A. The Parties previously entered into an Option Agreement made as of November 27, 2020 (the "**Agreement**") whereby, among other things, the Optionor agreed to grant an exclusive option to Prosperity to acquire a 100% interest in and to the rights, title and interests of the Optionor in certain mineral interests located in the Omenica Mining Division in the Province of British Columbia known as the "Silver Lake" property, as is more particularly described in Schedule A attached thereto;
- B. The Parties have agreed to make certain changes to the Agreement pursuant to this amending agreement (the "**Amending Agreement**") to adjust the consider payable by Prosperity in order for it to exercise its Option.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants set out herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendment to Definitions**
 - a) A new definition is added to Section 1.1 as sub-paragraph (c.1) immediately after the definition of "**Approval Date**" in sub-paragraph (c) as follows:

(c.1) "**Closing**" means the closing of an initial public offering by Prosperity and the issuance by Prosperity of a minimum of 3,000,000 and a maximum of 4,000,000 common shares pursuant to a prospectus;

2. **Amendment to Option Payments**

a) Sub-paragraph (a) (i) of Section 2.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

(i) an initial amount of 100,000 Prosperity Shares on the Closing: and"

b) Sub-paragraph (b) of Section 2.2 of the Agreement is hereby deleted in its entirety and replaced as follows:

(a) make cash payments to the Optionor totalling \$400,000 as follows:

(i) an amount of \$10,000 on execution of this Agreement;

(ii) an amount of \$15,000 on or before that date which is 12 months from the date that Prosperity comes to trade on the CSE:

(iii) an amount of \$25,000 on or before that date which is 24 months from the date that Prosperity comes to trade on the CSE:

(iv) an amount of \$50,000 on or before that date which is 36 months from the date that Prosperity comes to trade on the CSE.

(v) an amount of \$125,000 on or before that date which is 48 months from the date that Prosperity comes to trade on the CSE: and

(vi) an amount of \$175,000 on or before that date which is 60 months from the date that Prosperity comes to trade on the CSE.

3. **General Terms**

a) This Amending Agreement will be read and construed together with the Agreement, and the Agreement, as amended hereby, will continue in full force and effect for the remainder of the term of the Option granted thereunder in accordance with the terms thereof.

b) The Parties hereby confirm the Agreement is in good standing and confirm and ratify the terms and conditions contained in the Agreement, as amended hereby.

c) This Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

d) Any capitalized term used in this Amending Agreement which is not defined herein but which is defined in the Agreement will have the meaning ascribed to that term in the Agreement.

e) This Amending Agreement may be executed by the parties in any number of counterparts, each of which when executed and delivered is deemed to be an original, but all of which

when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Amending Agreement as a deed. Notwithstanding the date of execution, the effective date of this Amending Agreement is the date first above written.

PROSPERITY EXPLORATION CORP.

"Michael England"
Per authorized signatory

c/s

MULTIPLE METALS RESOURCES LTD.

"Robert Weicker"
Per authorized signatory

c/s

SIGNED, SEALED AND DELIVERED by)
ROBERT F. WEICKER in the presence of:)

"Charles Desjardins")
Witness Signature)
[REDACTED])
Address)

_____)
Consultant)
Occupation)

"Robert Weicker") 
ROBERT F. WEICKER