

AMENDMENT TO MINERAL PROPERTY OPTION AGREEMENT dated the 31st day of December, 2021

BETWEEN:

BLAIR NAUGHTY, Businessman, having an address at 97 Cranberry Court, Port Moody, British Columbia, V3H 0C4

(the “**Optionor**”)

AND:

SILVERFISH RESOURCES INC., a corporation existing under the laws of the Province of British Columbia and having an office located at 9285 - 203B Street, Langley, British Columbia, V6C 2C2

(the “**Optionee**”)

WHEREAS:

- A. The Parties entered into a Mineral Property Option Agreement dated October 8, 2020, as amended September 23, 2021 (the “**Option Agreement**”); and
- B. The Parties wish to further amend certain terms of the Option Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. AMENDMENT

The Option Agreement is hereby by amended by deleting paragraphs 1.2 and replacing it with the following:

- “1.2 *The Optionor hereby grants to the Optionee the option (the “**Option**”) to purchase the Claims free and clear of all liens, charges and encumbrances, which Option shall be exercisable by the Optionee completing a series of cash payments to the Optionor totaling \$35,000, issuing 600,000 common shares of the Optionee to the Optionor and incurring \$225,000 of Expenditures on the Claims, as follows:*
- (a) *making a cash payment to the Optionor of \$15,000 on signing of this Agreement (paid);*
 - (b) *issuing 250,000 common shares of the Optionee to the Optionor on or before June 30, 2023;*
 - (c) *incurring \$75,000 of Expenditures on the Claims, making a further cash payment to the Optionor of \$20,000 and issuing a further 350,000 common shares of the Optionee to the Optionor on or before December 30, 2023; and*

(d) *incurring an additional \$150,000 of Expenditures on the Claims on or before June 30, 2024.*”

2. FULL FORCE AND EFFECT

This Amendment Agreement together with the Option Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

3. DEFINED TERMS

All capitalized terms used herein have the same meaning as set forth in the Option Agreement.

4. COUNTERPARTS

This Amendment Agreement may be executed and delivered in two or more counterparts and by facsimile or scanned electronically. Each such counterpart and facsimile or electronic scan shall be deemed an original and together shall form one and the same instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution.

IN WITNESS WHEREOF this Agreement has been executed as of the day written above.

“Blair Naughty”

BLAIR NAUGHTY

SILVERFISH RESOURCES INC.

“Joseph Cullen”
Per: _____
JOSEPH CULLEN, President