

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (this "**Agreement**") is made effective the _____ day of July, 2022.

BETWEEN:

CONTIGO RESOURCES LTD. a company incorporated under the laws of the British Columbia having an address for business at 1680 - 355 Burrard Street, Vancouver, BC V6C 2G8 (Email: [REDACTED])

(the "**Optionor**")

AND:

OFF-PISTE OPPORTUNITIES II INC., a company incorporated under the laws of the Ontario having an address for business at Bay Adelaide Centre, East Tower, 22 Adelaide St. W, Toronto, ON M5H 4E3 (Email: [REDACTED])

(the "**Optionee**")

AND:

DARK STAR MINERALS INC., a company incorporated under the laws of the British Columbia having a registered address at c/o 900 - 885 West Georgia Street, Vancouver, BC V6C 3H1 (Email: [REDACTED])

("Dark Star")

WHEREAS:

- A. The Optionor and the Optionee entered into an Option Agreement dated July 26, 2021 (the "**Option Agreement**");
- B. The Optionee is the wholly-owned subsidiary of Dark Star; and
- C. The Optionor and the Optionee wish to extend certain payments under and make certain other amendments to the Option Agreement as set forth in this Agreement.

THIS AGREEMENT WITNESSES that, in consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Optionor, the Optionee and Dark Star (each, a "**Party**" and, together, the "**Parties**") hereby agree as follows:

- 2 -

1. Each of the Parties hereby agrees that, effective as of the date of this Amending Agreement, Section 2.2(a) of the Option Agreement shall be amended as follows:

“(a) To maintain the Option in good standing, the Optionee, subject to Article 3, will incur the Expenditures, and make the Cash Payments and the Share Issuances, as set out in the table below:

Payment Period	Minimum Expenditures	Cash Payment	Share Issuance
On or before October 31, 2021	-	\$25,000	such number of Shares such that the Optionor owns 6% of the issued and outstanding Shares prior to the Optionee conducting a financing
Within 12 months of the Closing Date	\$130,000	-	-

2. Each of the Parties hereby agrees that, effective as of the date of this Amending Agreement, Section 1.1(a) of the Option Agreement shall be amended by deleting the definition of “Royalty” and Article 5 and Schedule “B” of the Option Agreement shall be deleted in their entirety, all in consideration of Dark Star issuing to the Optionor share purchase warrants entitling the Optionor to acquire an aggregate of up to 500,000 common shares (the “DS Shares”) of Dark Star at an exercise price equal to the lesser of:

- (a) the price at which Dark Star sells the DS Shares to the public in its initial public offering (the “IPO”); or
- (b) the last price at which Dark Star sells the DS Shares in a bona fide private placement financing if Dark Star does not proceed with the IPO.

3. Except as amended, each of the Parties agree that the Option Agreement continues to be binding, unchanged, and in full force and effect. Upon execution of this Amending Agreement by each of the Parties, the Option Agreement and this Amending 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 in this Amending Agreement and the Option Agreement and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, between the Parties.

4. This Amending Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

5. This Amending Agreement will be governed by and construed in accordance with the laws of British Columbia.

6. This Amending Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original and all of which together

- 3 -

will constitute one instrument. Delivery of an executed copy of this Amending 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 Amending Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

CONTIGO RESOURCES LTD.

Per: "James Rogers"
4F07F403E2424B...
Authorized Signatory

OFF-PISTE OPPORTUNITIES II INC.

Per: "Marc Branson"
4F07F403E2424B...
Authorized Signatory

DARK STAR MINERALS INC.

Per: "Marc Branson"
4F07F403E2424B...
Authorized Signatory