

AMENDING AGREEMENT

THIS AGREEMENT (the “**Amending Agreement**”) made effective as of April 6, 2022.

BETWEEN: **BULLION GOLD RESOURCES CORP.**, a corporation existing under the *Business Corporations Act* (British Columbia), having its place of business at 410, rue Saint-Nicolas, #236, Montreal, Quebec, H2Y 2P5

(hereinafter “**Vendor**”)

AND: **XCITE RESOURCES INC.**, a corporation incorporated under the *Business Corporations Act* (British Columbia), having its place of business 1910-1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3

(hereinafter “**XR**”)

WHEREAS:

(A) The parties hereto entered into a purchase and sale agreement effective April 12, 2021 (the “**Initial Agreement**”), as amended effective October 1, 2021 and November 24, 2021, resulting in “the **Amended Initial Agreement**”; and

(B) The parties hereto wish to amend the terms of the Amended Initial Agreement in the manner set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree to amend the Amended Initial Agreement as follows:

1. In this Amending Agreement capitalized terms not otherwise defined herein will have the meaning given to them in the Initial Agreement.
2. Subsection 2.1(a)(ii) of the Amended Initial Agreement is hereby deleted in its entirety and replaced with the following:
 - ii) pay \$70,000 CDN on the earlier of (A) the date on which XR’s common shares are listed on the Canadian Securities Exchange (“**CSE**”), and (B) June 30, 2022;

3. Subsection 2.1(b)(ii) of the Amended Initial Agreement is hereby deleted in its entirety and replaced with the following:

- ii) 750,000 shares on the earlier of (A) the date on which XR's common shares are listed on the CSE, and (B) June 30, 2022;

4. Section 4.3 of the Amended Initial Agreement is hereby deleted in its entirety and replaced with the following:

4.3 Conditions Precedent Not Satisfied or Waived

If the conditions precedent set forth in Section 4.1(a) are not satisfied or waived by XR on or before June 30, 2022, XR shall have the right to terminate this Agreement at any time thereafter upon providing written notice of termination to the Vendor. If XR terminates this Agreement in accordance with the foregoing, then the Vendor shall repay the Execution Payment no later than the date which is 30 days following such termination.

If the conditions precedent set forth in Section 4.1(b) are not satisfied or waived by the Vendor on or before June 30, 2022, the Vendor shall have the right to terminate this Agreement at any time thereafter upon providing written notice of termination to XR.

5. The Amended Initial Agreement as amended hereby, is in all other respects, confirmed and approved.

6. This Amending Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF the parties have duly executed this Amending Agreement as of the day and year first mentioned above.

BULLION GOLD RESOURCES CORP.

Per : "Jonathan Hamel"
Jonathan Hamel
CEO

XCITE RESOURCES INC.

Per : "Chris Cooper"
Chris Cooper
CEO