

PURCHASE AND SALE AMENDMENT AGREEMENT

THIS AGREEMENT is made as of the 16th day of May, 2024 (the “**Amendment Agreement**”)

A M O N G:

JKS RESOURCES INC., a corporation incorporated and organized under the Laws of the Province of British Columbia

(the “**Purchaser**”)

- and -

18526 YUKON INC., a corporation incorporated and organized under the Laws of the Yukon

(the “**Vendor**”)

- and -

LAPIE MINING INC., a corporation incorporated and organized under the Laws of the Yukon

(the “**Target**”)

WHEREAS:

- A. The Purchaser, the Vendor and the Target entered into a purchase and sale agreement dated as of January 12, 2024 (the “**Purchase Agreement**”) pursuant to which, among other things, the Vendor agreed to sell and the Purchaser agreed to purchase, all of the issued shares of the Target, as more particularly described in the Purchase Agreement;
- B. The Purchaser, the Vendor and the Target seek to enter into this Amendment Agreement to make certain amendments to the Purchase Agreement relative to the acquisition by the Target of the Venus Crown Grants described in the Purchase Agreement, all on and subject to the terms and conditions set forth herein;
- C. The Purchaser, the Vendor and the Target seek to enter into this Amendment Agreement to make certain amendments to the Purchase Agreement relative to the potential acquisition by the Purchaser of the Andrew Claims described herein, all on and subject to the terms and conditions set forth herein;
- D. The Purchaser, the Vendor and the Target seek to enter into this Amendment Agreement to amend the definitions of Closing Date, Outside Date and Target Shares set forth in the Purchase Agreement; and
- E. All capitalized terms when used in these recitals but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the recitals and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration the receipt and sufficiency whereof being acknowledged by the parties hereto, the parties do hereby agree as follows:

ARTICLE 1
AMENDMENTS TO THE PURCHASE AGREEMENT

1.1 Amendments to the Purchase Agreement – Venus Crown Grants

The parties acknowledge and agree that the Purchase Agreement provides for the transfer of the Venus Crown Grants, as to subsurface only, but that the Vendor is not able to sever the subsurface title from the surface title, and accordingly:

- (a) The description of the Venus Crown Grants in Schedule “A” – *Property Claims Descriptions* is amended by deleting “subsurface only” in each instance;
- (b) The parties acknowledge and agree that it remains the intention of the parties that only the subsurface of the Venus Crown Grants be transferred, and as a result:
 - (i) the Venus Crown Grants shall be transferred with all Claims to the Target as provided for in the Purchase Agreement;
 - (ii) the Vendor shall use its reasonable best efforts to subdivide the Venus Crown Grants into surface and subsurface titles, all at its own cost;
 - (iii) the Target shall assist the Vendor as necessary in completing the subdivision of the Venus Crown Grants;
 - (iv) upon the subdivision of the Venus Crown Grants, the Target shall provide a good and effectual transfer of the surface title to the Venus Crown Grants to the Vendor; and
 - (v) in the event that the Vendor is unable to complete the subdivision of the Venus Crown Grants and raise titles for the subdivided parcels within four years of the Closing Date, the Target shall retain the Venus Crown Grants in their entirety, and the Target shall pay the fair market value to the Vendor for the surface rights of the Venus Crown Grants, such fair market value to be determined by an appraisal by a qualified property appraiser, or by agreement of the parties; and
- (c) The Parties agree that either of the Vendor or the Target may register the Royalty Agreement against the Venus Crown Grants on the Closing Date, provided however, in the event the Venus Crown Grants are subdivided as contemplated herein, the Target shall provide its consent for the subdivision, and shall discharge the Royalty Agreement, if required, from the surface titles of the Venus Crown Grants.

1.2 Amendments to the Purchase Agreement – Andrew Claims

- (a) The following be and is hereby added to Article 7 – Covenants of the Purchase Agreement:

“7.6 Option on Andrew Claims

The Vendor covenants and agrees that, for a period of two years from the Closing Date, the Purchaser shall have the exclusive option to acquire the Andrew Carried Interest for consideration of the Andrew Royalty, provided that this option may only be exercised in the event that the Purchaser has a binding offer to purchase the entire interest in the Andrew Claims held by a third party, which for greater certainty includes all those claims listed in the attached Schedule A-1 regardless of the percentage of ownership interest held by the third party.”

- (b) The following definitions be and are hereby added to Section 1.1 of the Purchase Agreement in the proper alphabetical order:

“**Andrew Carried Interest**” means the interest of the Vendor in those claims which are now 10% owned by the Vendor and which on Closing will continue to be 10% owned by the Vendor and which are listed as the Andrew Claims in Schedule “A-1” attached hereto, with a notation as to 10% in such Schedule under the heading “% **Interest**”.

“**Andrew Claims**” means those claims which are listed as the Andrew Claims in Schedule “A-1” attached hereto, regardless of the interest specified under the heading “% **Interest**”.

“**Andrew Royalty Agreement**” means, if applicable, a royalty agreement between the Vendor, as royalty recipient, and the Target, as royalty payor, providing for a 2.5% net smelter returns royalty (the “**Andrew Royalty**”) on all products mined and produced from each of the Andrew Claims, in substantially the form of the Royalty Agreement.”

- (c) Schedule “A” – *Property Claims Descriptions* to the Purchase Agreement be and is hereby supplemented with Schedule “A-1” hereto which sets out the Andrew Claims.

1.3 Amendments to the Purchase Agreement – Definitions

- (a) The definitions of “Closing Date”, “Outside Date” and “Target Shares” set forth in Section 1.1 of the Purchase Agreement be and hereby are replaced with the following:

“**Closing Date**” means May 30, 2024 or such other earlier or later date upon which the Parties shall agree, in writing.

“**Outside Date**” means June 30, 2024 or such later date upon which the Parties shall agree, in writing.

“**Target Shares**” means all of the issued shares of Target owned by the Vendor which: (i) as at the Execution Date, aggregate 1,000 Class A common shares; and (ii) as at the Closing Date, will aggregate 1,001,000 Class A common shares.

ARTICLE 2 GENERAL

2.1 General Provisions

In this Amendment Agreement, except as otherwise expressly provided herein or as the context otherwise requires, capitalized terms that are not otherwise defined herein shall have the respective meanings set out in the Purchase Agreement. The Purchase Agreement and this Amendment Agreement shall constitute and be read as one and the same written instrument and except as otherwise amended by this Amendment Agreement, the provisions of the Purchase Agreement shall be and continue in full force and effect and are hereby confirmed. This Amendment Agreement becomes effective when executed by the parties. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. This Amendment Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. This Amendment Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Amendment Agreement.

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IN WITNESS WHEREOF the Parties have executed this Amendment Agreement as of the date first written above.

JKS RESOURCES INC.

By: (Signed) "Gunther Roehlig"
Name: Gunther Roehlig
Title: Director

18526 YUKON INC.

By: (Signed) "Ron Berdahl"
Name: Ron Berdahl
Title: President

LAPIE MINING INC.

By: (Signed) "Ron Berdahl"
Name: Ron Berdahl
Title: President

SCHEDULE "A-1"

PROPERTY CLAIMS DESCRIPTIONS – ANDREW CLAIMS

Property: Andrew

Claim Name	Grant Number	% Interest	Expiry Date	District
Andrew 1-2	YB65796 – YB65797	10 (1)	2/15/36	Mayo
Andrew 3-10	YB65798 – YB65805	10 (1)	2/15/39	Mayo
AMB 1-12	YC02355 – YC02366	10 (1)	2/15/37	Mayo
AMB 13-16	YC02367 – YC02370	10 (1)	2/15/38	Mayo
AMB 17-18	YC02371 – YC02372	10 (1)	2/15/37	Mayo
AMB 19-24	YC02373 – YC02378	10 (1)	2/15/38	Mayo
AMB 25	YC02379	10 (1)	2/15/37	Mayo
AMB 26-48	YC02380 – YC02402	10 (1)	2/15/38	Mayo
AMB 49-50	YC02403 – YC02404	10 (1)	2/15/36	Mayo
AMB 51-68	YC02405 – YC02422	10 (1)	2/15/38	Mayo
AMB 70	YC02423	10(1)	2/15/38	Mayo
AMB 72-80	YC02424-YC02432	10(1)	2/15/38	Mayo
AMB 81-84	YC02433 – YC02436	10 (1)	2/15/37	Mayo
AMB 85-104	YC02437 – YC02456	10 (1)	2/15/38	Mayo
Scott 3-34	YC02457 – YC02488	10 (1)	2/15/28	Mayo
Amb 69 and 71	YC02680 and YC02681	10 (1)	2/15/38	Mayo
Amb 105-112	YC02776 – YC02783	10 (1)	2/15/36	Mayo
Scott 1-2	YC02784 – YC02785	10 (1)	2/15/34	Mayo
Scott 35-36	YC02786 – YC02787	10(1)	2/15/31	Mayo
Sophia 1-4	YC09949 – YC09952	10 (1)	2/15/29	Mayo
AMB 115-116	YC09953 – YC09954	10 (1)	2/15/35	Mayo
AMBFr 117	YC09955	10 (1)	2/15/38	Mayo
AMB 123-146	YC09961 – YC09984	10 (1)	2/15/35	Mayo
AMBFr 118-122	YC10001 – YC10005	10 (1)	2/15/35	Mayo
AMB 147-148	YC10006 – YC10007	10 (1)	2/15/35	Mayo
AMB 149-150	YC10008 – YC10009	10 (1)	2/15/37	Mayo
AMBFr 151-162	YC10010 – YC10021	10 (1)	2/15/35	Mayo
Myschka 1-12	YC10267 – YC10278	10 (1)	2/15/31	Mayo
Myschka 13-16	YC10279 – YC10282	10 (1)	2/15/32	Mayo
Myschka 17	YC10283	10 (1)	2/15/33	Mayo
Myschka 19-20	YC10285 – YC10286	10 (1)	2/15/31	Mayo
Myschka 21-32	YC10287 – YC10298	10 (1)	2/15/28	Mayo
Myschka 33-40	YC10299 – YC10306	10 (1)	2/15/32	Mayo
Myschka 41-46	YC10307 – YC10312	10 (1)	2/15/31	Mayo
Myschka 47	YC10313	10 (1)	2/15/32	Mayo
Myschka 48	YC10314	10 (1)	2/15/31	Mayo
Myschka 49-56	YC10315 – YC10322	10 (1)	2/15/32	Mayo
Myschka 57-70	YC10323 – YC10336	10 (1)	2/15/31	Mayo
Myschka 71-76	YC10337 – YC10342	10 (1)	2/15/32	Mayo
Myschka 77-90	YC10343 – YC10356	10 (1)	2/15/31	Mayo
Myschka 91-96	YC10357 – YC10362	10 (1)	2/15/32	Mayo
Atlas 1-6	YC10589 – YC10594	10 (1)	7/31/25	Mayo
Dasha 1-6	YC10603 – YC10608	10 (1)	2/15/33	Mayo
Ozzie 1-16	YC56665 – YC56680	10 (1)	2/15/35	Mayo
Ozzie 17-32	YC56703 – YC56718	10 (1)	2/15/35	Mayo
Bridge 1-8	YC56739 – YC56746	10 (1)	2/15/35	Mayo
Bridge 11-16	YC56747 – YC56752	10(1)	2/15/35	Mayo
Bridge 19-32	YC56753 – YC56766	10(1)	2/15/32	Mayo
A 1-8	YC67724 – YC67731	10(1)	2/15/32	Mayo
A 57-66	YC67746 – YC67755	10(1)	2/15/32	Mayo
A 67-80	YC67768 – YC67781	10(1)	2/15/32	Mayo
A 81-84	YC67756 – YC67759	10(1)	2/15/32	Mayo
A 85-96	YC67782 – YC67793	10(1)	2/15/32	Mayo

Claim Name	Grant Number	% Interest	Expiry Date	District
A 97-104	YC67760 – YC67767	10 (1)	2/15/32	Mayo
B 53	YC67832	10 (1)	2/15/32	Mayo
B 55	YC67834	10 (1)	2/15/30	Mayo
B 57	YC67836	10 (1)	2/15/30	Mayo
B 59	YC67838	10 (1)	2/15/30	Mayo
B 61	YC67840	10 (1)	2/15/30	Mayo
B 63	YC67842	10 (1)	2/15/30	Mayo
B 65 - 74	YC67844 – YC67853	10 (1)	2/15/30	Mayo
B 79 – 100	YC67854 – YC67875	10 (1)	2/15/30	Mayo
B 105 - 126	YC67880 – YC67901	10 (1)	2/15/30	Mayo
B 127-194	YE70767 – YE70834		2/15/27	Mayo
Clear 1-25	YE70835 – YE70859		2/15/27	Mayo
Data 1-320	YE70441 – YE70760		2/15/27	Mayo
Link 1-231	YE70201 – YE70431		2/15/27	Mayo
Riddell 1-80	YD153511 – YD153590		2/01/29	Whitehorse
Shack 3-5	YD61698 – YD61700		2/15/27	Mayo
Shack 1-2	YD61696 – YD61697		2/15/29	Whitehorse
TA 1-2	YE63951 – YE63952		7/14/27	Watson Lake
TA 3-283	YE63953 – YE64233		2/15/29	Whitehorse
TA 284-332	YE64234 – YE64282		2/15/27	Mayo

(1) 90% held by Overland Resources Yukon Limited, a wholly-owned subsidiary of Renegade Exploration Limited, and 10% carried interest held by 18526 Yukon Inc.