

MINERAL PROPERTY SUBOPTION AMENDING AGREEMENT

THIS AGREEMENT dated for reference August 18, 2022.

BETWEEN:

RANGEFRONT CONSULTING, LLC., a limited liability company duly incorporated under the laws of the State of Nevada and having an office at 1031 Railroad St Ste 102B, Elko, Nevada, 89801;

("Rangefront")

OF THE FIRST PART

AND:

SHOWCASE MINERALS INC., a corporation incorporated pursuant to the laws of British Columbia with a registered office located at 741 Harbourfront Drive N.E., Salmon Arm, British Columbia, V1E 3L4;

("Showcase")

OF THE SECOND PART

WHEREAS:

- A. Rangefront and Showcase entered into a Mineral Property Suboption Agreement (the "Agreement") dated January 11, 2021 (the "Execution Date") whereby Rangefront granted an option to Showcase to purchase a 100% interest, subject to various net smelter returns royalties described in the Agreement, in 18 unpatented lode claims covering approximately 147 hectares at the Woodruff Project (the "Woodruff Claims"), 180 unpatented lode mining claims covering approximately 1,311 hectares at the Dixie Flats Project (the "Dixie Claims"), and 56 unpatented lode mining claims covering approximately 360 hectares at the North Star Project (the "North Star Claims"), Elko County, Nevada as more particularly described in the Agreement (collectively, the "Property" or "Properties");
- B. Rangefront and Showcase both desire that the Agreement be amended as set forth below;

NOW THEREFORE IN CONSIDERATION of the payment of TEN DOLLARS (\$10.00) by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, including the premises, mutual covenants and agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. Subparagraph 4.1 be and is hereby deleted in its entirety and replaced with the following:

“4.1 In order to keep the Suboption granted to Showcase in respect of the Property in good standing and in force and effect, Showcase shall be obligated to:

(a) **Cash Payments**

make aggregate US dollar cash payment as follows:

- (i) pay \$10,000 to Rangefront upon the execution of this Agreement (paid);
- (ii) make aggregate cash payments as follows:

Amount of Payment	Due Date of Payment
\$20,000, plus reimbursement of claims fees of \$31,417	the Execution Date (paid)
\$5,000	forthwith upon execution of this Mineral Property Suboption Amending Agreement (paid)
\$10,000	second anniversary of the Execution Date
\$50,000	third anniversary of the Execution Date
\$75,000	annually on each of the four through the eighth anniversaries of the Execution Date with the eighth anniversary payment being the final payment (the “Earn-in Date”)

(b) **Share Issuances**

- (i) issue 100,000 common shares in its capital to Rangefront upon the date that Showcase’s common shares commence trading on a recognized stock exchange (the “Listing Date”);
- (ii) issue shares to Clover as follows, subject to any required regulatory approval:

Number of Shares	Required Date of Issuance	Voluntary Hold Period
the greater of 200,000 shares and the number of shares equal to 2% of the Trading Sub-Optionee’s issued and outstanding common shares on the Listing Date	the Listing Date	Clover shall not sell or dispose of these shares for a minimum of two years from the date of issuance
the greater of 300,000 shares and the number of shares equal to 2% of the Trading Sub-Optionee’s issued and outstanding common shares on the date of issuance, including all shares that the	first anniversary of the Listing Date	Clover shall not sell or dispose of these shares for a minimum of two years from the date of issuance

Trading Sub-Optionee has previously issued to Clover		
the greater of 350,000 shares and the number of shares equal to 2% of the Trading Sub-Optionee's issued and outstanding common shares on the date of issuance, including all shares that the Trading Sub-Optionee has previously issued to Clover	second anniversary of the Listing Date	Clover shall not sell or dispose of these shares for a minimum of one year from the date of issuance
the greater of 350,000 shares and the number of shares equal to 3% of the Trading Sub-Optionee's issued and outstanding common shares on the date of issuance, including all shares that the Trading Sub-Optionee has previously issued to Clover	third anniversary of the Listing Date	Clover shall not sell or dispose of these shares for a minimum of one year from the date of issuance
the greater of 400,000 shares and the number of shares equal to 3% of the Trading Sub-Optionee's issued and outstanding common shares on the date of issuance, including all shares that the Trading Sub-Optionee has previously issued to Clover	fourth anniversary of the Listing Date	Clover shall not sell or dispose of these shares for a minimum of one year from the date of issuance
the number of shares equal to 5% of the Trading Sub-Optionee's issued and outstanding common shares on the date of issuance, including all shares that the Trading Sub-Optionee has previously issued to Clover	the Earn-In Date	None

2. Paragraph 5 be and is hereby deleted in its entirety and replaced with the following:

“5.1 Subject to paragraph 5.2, the Option shall terminate if Showcase fails to make the required cash payments, fails to pay, or cause to be paid, all Property payments and assessment work required to keep the Property and this Option in good standing during the term of this Agreement remains in force, or if Showcase fails to make the required share issuances in accordance with paragraph 4.1(b) within the time periods specified.

5.2 If Showcase shall be in default of any requirement set forth in paragraph 4 herein, Rangefront shall give written notice to Showcase specifying the default and Showcase shall

not lose any rights granted under this Agreement, unless within 30 days after the giving of notice of default by Rangefront, Showcase has failed to take reasonable steps to cure the default by the appropriate performance.

5.3 If the Option is terminated in accordance with paragraphs 5.1 and 5.2 herein, Showcase shall have no interest in or to the Property, and the cash payments and share issuances made under this Agreement shall be non-refundable by Rangefront or Clover to Showcase for which Showcase shall have no recourse.

5.4 If location fees, mining claim rental fees, mining claim maintenance payments, state permit and lease payments, recording or filing fees and other payments required to keep the Property in good standing (“Claims Fees”) will become due at any time within 60 days or less from the date of termination or the date of transfer, Showcase shall pay to Clover the amount of such Claims Fees.

5.5 If United States Bureau of Land Management annual claim maintenance fees will become due with respect to the Property at any time within 60 days or less from the date of termination or the date of transfer, Showcase shall pay to Clover the amount of such claim maintenance fees.

5.6 Showcase shall leave the Property free and clear of all encumbrances, other than the NSRs, and in a safe and orderly condition.

5.7 In compliance with all reclamation obligations arising as a result of work completed by Showcase on the Property (collectively the “Optionee Work”), the Optionee Work shall be completed at the sole cost of Showcase.

5.7 Showcase shall deliver to Rangefront, within 90 days of termination, all existing data in possession of Showcase with respect to Optionee Work on the Property not previously delivered to Rangefront; and

5.8 Showcase shall have the right to remove from the Property within 90 days of the effective date of termination, all materials and facilities erected, installed or brought upon the Property by or at the instance of Showcase.”

3. Paragraph 7 be and is hereby deleted in its entirety and replaced with the following:

“7.1 Rangefront will be the operator of the Property (the “Operator”) until the Suboption is either exercised or terminated. Rangefront may resign as the operator and appoint a new party in its place, subject to the consent of Rangefront and Clover, which consent shall not be unreasonably withheld.

7.2 The Operator shall have full right, power and authority to do everything necessary or desirable in connection with the exploration and development of the Property.

7.3 The Operator shall keep the Property free and clear of all encumbrances other than the NSRs and proceed with all reasonable diligence to contest or discharge any lien that is filed.

7.4 The Operator shall permit Showcase and its representatives, at their own risk and expense, upon 5 days' notice access to the Property, provided that in exercising such right Showcase will not unreasonably interfere with the activities of Rangefront and that Showcase will indemnify and save harmless Rangefront and its directors, officers, employees and agents from and against all and any losses, damages, expenses, claims, suits, actions and demands of any kind or nature whatsoever in any way referable to or arising out of the entry, presence or activities of Showcase or its representatives in connection with Showcase's access to the Property, including, without limitation, bodily injuries or death or damage to property at any time resulting therefrom.

7.5 The Operator shall conduct operations (including sampling, mapping, geochemistry, geophysics, drilling and other exploration, pre-feasibility and feasibility study work) in accordance with all laws.”

4. All of the terms and conditions of the Agreement, except as amended or modified hereby, remain in full force and effect.

This Mineral Property Suboption Amending Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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

RANGEFRONT CONSULTING, LLC.

SHOWCASE MINERALS INC.

PER: (signed) *Brian Goss*

PER: (signed) *Christopher Paterson*

Authorized Signatory
Brian Goss, President

Authorized Signatory