

SECOND AMENDMENT TO THE PROPERTY OPTION AGREEMENT

This Second Amendment to the Property Option Agreement is made and entered into effective as of December 15, 2022 (the “**Agreement**”).

BETWEEN:

CASCADE COPPER CORP.,

a corporation organized under the laws of the Province of Alberta,
with its head office located in Calgary, Alberta (“**Cascade**”)

-AND-

TORR RESOURCES CORP.,

a corporation organized under the laws of the Province of Alberta,
with its head office located in Canmore, Alberta

(“**Property Owners**”)

WHEREAS:

- A. The Property Owners and Cascade are parties to an assignment agreement and first amendment dated May 2, 2022 (the “**Assignment Agreement**”), a copy of which is attached hereto as Schedule “A”, whereby Cascade acquired by way of assignment of an option from the Property Owners to acquire 100% of the Property Owners legal and beneficial ownership of all mineral interests in and to certain mineral claims known as the Bendor Property consisting of 4 claims (the “**Claims**”) totaling 3063.38 hectares, located in the Lillooet Mining District of southwest British Columbia, and registered with the Ministry of Energy, Mines, and Petroleum of British Columbia, as more particularly described in the Option Agreement attached as Schedule “A” to the Assignment Agreement;
- B. Pursuant to the Option Agreement, if Cascade failed to complete a Liquidity Event, as such term is defined in the Option Agreement, within eighteen months (18) from the grant of the option (being July 8, 2022), the Option Agreement will become null and void; and
- C. In a concurrent First Amendment, dated May 2, 2022, the Property Owners and Cascade amended the Option Agreement to extend the Liquidity Event to December 30, 2022.
- D. The Property Owners and Cascade desire to amend the Option Agreement to extend the Liquidity Event to May 31, 2023, in accordance with the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

1. Unless otherwise defined herein, words and expressions defined in the Option Agreement shall have the respective meanings attributed thereto when used herein.
2. Article 2.2 is deleted in its entirety and replaced with the following text:

"In the event that Cascade fails to complete a Liquidity Event by May 31, 2023, or such other date as the parties may agree to in writing, this Agreement will become null and void. The Property Owners would retain 100% interest in the Property".
3. Article 7.6 (b) is deleted in its entirety and replaced with the following text:

"The Liquidity Event has not occurred by May 31, 2023, then the Property Owner will have the right to terminate this Agreement immediately by giving notice".
4. All other terms and conditions set forth in the Option Agreement and First Amendment Agreement shall remain the same and unamended and in full force and effect.

IN WITNESS WHEREOF, the Property Owners and Cascade have caused this Agreement to be executed as of the date first written above.

CASCADE COPPER CORP.

Per: _____ 

TORR RESOURCES CORP.

Per: _____ 