

AMENDMENT TO MANAGEMENT SERVICES AGREEMENT effective July 1, 2014

BETWEEN:

HIGHBANK RESOURCES LTD. of Suite 600, 625 Howe Street, Vancouver,
BC, V6C 2T6

(hereinafter referred to as the "Company")

AND:

V.N. BRYANT & ASSOCIATES, of Suite 1006, 98 – 10TH Street, New
Westminster, BC, V3M 6L8

(hereinafter referred to as the "Consultant")

WHEREAS the Company and the Consultant are parties to an Management Services Agreement effective September 1, 2012 (the "Agreement");

AND WHEREAS the parties wish to amend certain terms of the Agreement, the particulars of which are set out below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto covenant and agree with each other as follows:

1. TERMINATION OF PREVIOUS AGREEMENTS

1.1 The parties agree that the previous Agreement, assignments and amendments entered into will be terminated forthwith and will be replaced by this Amendment to Management Services Agreement.

2. APPOINTMENT

2.1 The Company agrees to retain the services of the Consultant to provide management services (the "Services") from time to time as required by the Board of Directors of the Company and the Consultant agrees to provide such Services, reporting directly to the Board of Directors of the Company, subject to the terms and conditions of this Agreement. The Services to be provided by the Consultant shall include the following:

- (a) overseeing the general management of the Company;
- (b) providing general consulting services to the Company; and
- (c) such other duties as may be reasonably directed from time to time by the Board of Directors of the Company.

2.3 The term of the Consultant's appointment shall commence on July 1, 2014 and continue for a term of twenty-four (24) months. Thereafter, this agreement shall be automatically renewed for consecutive twenty-four (24) month terms, subject only to termination in accordance with this Agreement.

3. RELATIONSHIP BETWEEN THE PARTIES

3.1 The Contractor is now and will remain an 'independent' Contractor and nothing contained in this agreement is intended nor will it be construed so as to create an agency or employment relationship, or partnership or joint venture between the Company and the Contractor.

3.2 The Contractor shall provide the Services in Vancouver, British Columbia, except for travel from time to time as reasonably required for the Company's business.

3.3 During the continuance of its retainer under this Agreement, the Contractor shall:

- (a) devote sufficient time to the business of the Company for the performance of the Services described herein;

- (b) provide the services in a proper, loyal and efficient manner and shall use its best efforts to maintain and promote the interests and reputation of the Company and not do anything which is harmful to them; and
- (c) at all times promptly give to the Board of Directors of the Company (in writing if so requested) all such information and explanations as the Board of Directors of the Company may reasonably require in connection with matters relating to its retainer hereunder or with the business of the Company.

3.4 The Company is aware that the Consultant has now and will continue to provide services to other companies and the Company recognizes that these companies will require a certain portion of the time of the Consultant. The Company agrees that the Consultant may continue to provide services to such outside interests, provided that such interests do not conflict with the provision of the Consultant's services under this Agreement.

3.5 The Consultant shall not, during the terms of this Agreement or thereafter, except in the proper course of providing its Services to the Company, divulge to any person, firm, corporation or other entity whatsoever, and shall use its best efforts to prevent the unauthorized publication or disclosure of, any secret or confidential financial, propriety or technical information relating to the business of the Company, its shareholders, its products or its customers which may come to its knowledge during or in the course of its retainer by the Company.

4. REMUNERATION AND EXPENSES

4.1 In consideration for the Consultant providing the Services, the Company shall pay to the Consultant a salary of \$7,500 per month, plus applicable taxes (the "Fee"). The Consultant shall also be entitled to Dental and Extended Health. The Consultant shall participate in the Company's dental and extended health plan, such premiums of which shall be paid 100% by the Company.

4.3 The Company shall promptly reimburse the Consultant for all reasonable business, travel, hotel, entertainment and other out-of-pocket expenses which are incurred by the Consultant in the provision of the Services hereunder. The Consultant shall provide the Company with copies of all vouchers, bills, invoices and statements relating to any expenses for which the Consultant claims reimbursement. When the Consultant is required to travel on Company expense, the Company will provide the Consultant with a cash expense advance sufficient to cover the anticipated costs of such travel.

5. TERMINATION OF RETAINER

5.1 The Company may terminate this Agreement at any time by giving the Consultant written notice of such termination. In the event of termination of this Agreement by the Company for any reason other than a termination under Section 5.2, the parties agree that:

- (a) the Company shall in the event of such termination pay the Consultant an amount that is 14 times the Fee (the "**Termination Payment**"), within 15 business days of the day that one party gives notice of termination of this Agreement to the other, or the day on which the Consultant dies, as applicable;
- (b) the Consultant is exempt from any duty to mitigate his damages; and
- (c) the Consultant is not entitled to any compensation other than the foregoing.

5.2 **Termination for Default** – Either party may terminate this Agreement upon the happening of any one of the following events:

- (a) the bankruptcy, insolvency, winding-up or dissolution of the Consultant or the Company, in which event this agreement shall terminate immediately upon delivery of a notice to terminate to the party which is bankrupt, insolvent, winding-up or dissolving, as the case may be, by the other party.
- (b) a breach of this Agreement by a party that continues for more than 10 days after written notice of such breach is given by the other party, in which event this Agreement shall terminate immediately upon the delivery of a notice to terminate to the defaulting party by the other party.

5.3 **Termination for Change of Control** – The Consultant may terminate this Agreement in the 60 day period following a Change of Control, by giving the Company 30 days written notice of his intent to do so, in which case:

- (a) the Consultant shall provide the Company with an executed standard form of Release;
- (b) the Company shall pay to pay the Consultant the Termination Payment, within 30 business days of notice of termination of this Agreement to the other, or the day on which the Consultant dies, as applicable; and
- (c) the Consultant is not entitled to any compensation other than the foregoing.

5.4 **Termination by Consultant**– The Consultant may terminate this Agreement at any time by giving the Company 30 days written notice, in which case, at its sole election, the Company may decline such notice and relieve the Consultant of any further responsibilities and in which case, the Consultant will be entitled to all earnings up to and including the last day actually worked and no other compensation.

6. APPROVAL

6.1 This Agreement is also subject to the approval of the independent Board of Directors.

7. GENERAL PROVISIONS

7.1 This Agreement evidences the entire agreement between the parties and cannot be changed, modified or supplemented except by a written supplementary agreement executed by both parties.

7.2 This Agreement shall enure to and be binding upon the Company and its successors and the Consultant but otherwise shall not be assignable without the written consent of the other party.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia with respect to any legal proceedings arising therefrom.

7.4 If any provision of this Agreement is judicially determined to be void, illegal or unenforceable, such provision shall be ineffective to the extent of such voidness, illegality or unenforceability, but without invalidating or affecting the validity or enforceability of any remaining provisions of this Agreement.

7.5 In this Agreement, the singular includes the plural and the plural includes the singular, and any reference to a gender includes the other gender.

7.6 No waiver by either party to this Agreement of any default in performance on the part of the other party and no waiver by either party of any breach or of a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent or continuing breach of such terms, covenants or conditions.

7.7 This Agreement is personal in nature and may not be assigned by either party hereto.

7.8 This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective permitted receivers, personal representatives and successors.

7.9 This Agreement may be executed in several parts in the same form and such parts as so executed shall together form one original agreement and such parts if more than one shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

7.10 A facsimile copy of this Agreement shall be considered as an original and shall, in all respects, be legally binding.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents as of the day and year first above written.

HIGHBANK RESOURCES LTD.

Per:

Signed: *"Authorized Signatory"*

V.N. BRYANT & ASSOCIATES

Per:

Signed: "Victor N. Bryant"
