MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

(Stoney Lake Property, Newfoundland)

THIS AGREEMENT is dated as of August 15th, 2018.

BETWEEN: **1174587 B.C. LTD.**
of [Redacted]
(the "**Vendor**")

AND: **DISTRICT COPPER CORP.**
of [Redacted]
(the "**Purchaser**")

WHEREAS:

A. The Vendor is the legal and beneficial owner of those six map staked mining licences located in central Newfoundland, covering an area known as the Stoney Lake Property (defined as the "Property" herein);

B. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the Vendor's right, title and interest in and to the Property, subject to the NSR Royalty, on the terms and conditions herein set forth.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>DEFINITIONS AND INTERPRETATION</u>

1.1 In this Agreement, the following defined terms shall have the following meanings, unless the context otherwise requires:

"**Adverse Interest**" means any lien, charge, encumbrance, agreement, Legal Proceeding or other adverse challenge, claim, dispute, right or interest of any nature or kind whatsoever, including but not limited to any civil, criminal, regulatory, administrative or third party challenge, claim, dispute, right or interest in and to the title, ownership, access, quiet possession, usage, production or economic entitlements of or from the Property or the Vendor, including but not limited to third party claims, back-in rights, royalties, production payments or in specie distribution rights, whether based in contract, in law or in equity.

"**Business Authorization**" means any concession, agreement, registration, permit, license, consent, authorization, approval and other qualification issued or granted by the NDNR or any other competent regulatory authority or other person that is necessary for the Vendor to explore, operate or otherwise carry on any business or operations as presently and proposed to be operated and carried on with respect to the Property.

"**Closing**" has the meaning set out in section 8.1 hereof, being the completion of the purchase and sale of the Property and other transactions contemplated herein.

"**Common Shares**" means common shares in the share capital of the Purchaser, as presently constituted.

"**Environmental Laws**" means all applicable laws in respect of the protection of the natural environment or the public, occupational health or safety, and the manufacture, importation, transportation, storage, handling, use, treatment, disposal, release, discharge or remediation of Hazardous Substances.

"**Expenditures**" mean all costs and expenses incurred or that are caused to be incurred by the Purchaser, in the conduct of activities on or in relation to the Property, which include without limitation, costs incurred:

(i) to hold the Property in good standing (including filing or maintenance costs and any monies expended as required to comply with applicable Laws), or other payments including legal and other related professional fees in curing title defects and in acquiring and maintaining surface, water and other ancillary rights;

(ii) in preparing and applying for and acquiring environmental and other permits necessary or desirable to commence and complete exploration, development and operational activities;

(iii) in connection with any applications and necessary studies for the obtaining of permits, licenses, and other regulatory approvals, including the preparation for and attendance at hearings and other meetings relating to the Project;

(iv) in undertaking geophysical, geochemical and geological surveys, drilling, assaying and metallurgical testing, including costs of assays and other tests and analyses (including downhole testing) to determine the quantity and quality of minerals, water and other materials or substances;

(v) in the preparation and presentation of data and other results obtained from work programs including the preparation of any preliminary assessment, technical report, scoping study, pre-feasibility study, feasibility study or other evaluation of the Property (including financial studies and reports on the Property);

(vi) in digging, trenching, sampling, assaying, and testing for minerals;

(vii) in transporting minerals, personnel, supplies, mining or milling plant, buildings, machinery, tools, appliances or equipment in, to or from the Property;

(viii) for environmental remediation and rehabilitation including the amount of any bonds posted with respect thereto;

(ix) in acquiring or obtaining the use of facilities, equipment or machinery, and for all parts, supplies and consumables;

(x) for reasonable salaries, wages and/or other expenses (including travel costs) of third party consultants, contractors, personnel and other persons assigned to exploration, evaluation, development and operation activities by the Purchaser;

(xi) in supplying food, lodging and other reasonable needs for personnel on the Property;

(xii) for all duties and taxes levied against or in respect of the Property, and for activities on the Property, and all duties and taxes levied in connection with operations on the Property;

(xiii) in obtaining independent legal services directly relating to operations on the Property;

(xiv) in acquiring any additional mineral rights, water rights and other real property interests necessary to further develop the Property; and

(xv) in consulting with and developing lines of communication as well as relationships with local and regional community members and groups including First Nations;

"**Hazardous Substances**" means any solid, liquid, gas, odour, heat, radiation, sound, vibration or combination of them that may harm or impair the natural environment, injure or damage plant or animal life or property, or harm or impair the health of any individual and includes any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any Environmental Law.

"**Legal Proceeding**" means any claim, demand, action, cause of action, litigation, suit, inquiry, investigation, complaint, grievance, notice, application, hearing, arbitration or other civil, criminal, regulatory or administrative proceeding or similar proceeding, by or before any court or regulatory or administrative agency, authority or tribunal and includes any judgement, decree, order or other ruling in respect thereof, any review or appeal thereof and any application for leave for review or appeal thereof.

"**NDNR**" means the Newfoundland Department of Natural Resources – Mines Branch.

"**NSR Royalty**" means that existing net smelter returns royalty pertaining to the Property as previously granted by the Vendor, calculated as being 2.0% of net smelter returns realized from metals produced from the Property while the price of gold is US$2,000 per ounce or less and 3.0% of net smelter returns while the price of gold is above US$2,000 per ounce.

"**Payment Shares**" mean 40,000,000 Common Shares to be issued by the Purchaser to the Vendor as consideration for the transfer of the Property.

"**Property Qualification**" means any Business Authorization, agreement, registration, permit, license, consent, approval or other qualification issued or granted by the NDNR or any other competent regulatory authority or other person having an interest in the Property (including but not limited to those persons having access rights, or water, timber or other natural resource rights in the Property) necessary for the Vendor to conduct exploration, development, drilling, exploitation and other activities on the Property as presently and proposed to be carried on.

"**Property**" means the map staked licences and other property interests set out in Schedule "A" hereto and all rights, benefits and interests derived therein, therefrom and thereby of any nature or kind whatsoever, including but not limited to any form of mineral and/or mining claim, concession, tenure, lease, license or other property interest in substitution or replacement thereof.

"**Transfer Documents**" means any and all deeds of title, assignments, conveyance documents, forms and other instruments and documents necessary to duly and validly record and effect with the NDNR or other relevant regulatory and administrative agencies and authorities and third parties the due and valid assignment, transfer and conveyance from the Vendor to the Purchaser of the Property.

"**TSXV**" means the TSX Venture Exchange.

1.2 For the purposes of this Agreement, unless the context otherwise requires:

(a) <u>Persons</u>. A reference to an individual shall include corporations, partnerships, trusts and other artificial business entities and vice versa; a reference to a gender shall include the opposite gender; and any reference to a particular form or type of artificial business entity shall include all other forms and types of artificial business entities interchangeably.

(b) <u>Number</u>. A reference to the singular in number shall include the plural and vice versa.

(c) <u>Currency</u>. A reference to currency shall refer to lawful currency of Canada.

(d) <u>Calculation of Time</u>. A reference to a business day shall refer to a day on which banks are ordinarily open for business in Vancouver, British Columbia. A reference to time shall refer to Pacific Time. If a date or the last day of a period for performing an act referred to herein ends on a day that is not a business day, the date or the last day of the period for performing such act shall be extended to the end of the next succeeding business day.

(e) Statutes and Laws. A reference to a statute or "laws" shall include all rules, regulations, notices, orders, policies and other instruments made pursuant thereto, and all amendments, re-enactments and replacements thereof from time to time.

(f) Divisions and Headings. The division of this Agreement into articles, sections, paragraphs and other sub-divisions, and the use of headings, is for convenience only and shall not affect the construction or interpretation, or be used to limit the effect, of any of the terms and conditions of this Agreement.

(g) Schedules. The Schedules and all exhibits and forms attached hereto and otherwise referred to therein are deemed to be incorporated herein and form part hereof.

(h) Herein, etc. The words "herein", "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not any particular article, section, paragraph or subdivision hereof.

(i) Best Knowledge. A reference to the best knowledge of a party and words of similar import shall mean the actual knowledge of the party and that which should have been known after diligent and reasonable inquiry.

(j) Ambiguity. The parties agree that each of them has participated in the drafting hereof and any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

2. PURCHASE AND SALE

2.1 On and subject to the terms and conditions hereof, the Purchaser shall purchase from the Vendor, and Vendor shall sell, assign, transfer and convey to the Purchaser, all of the Vendor's right, title and interest in and to the Property (subject to the NSR Royalty), for and in consideration of the issuance and delivery by the Purchaser to the Vendor of the Payment Shares (the "**Purchase Price**").

2.2 The Vendor acknowledges and agrees that, with respect to the Payment Shares:

(a) the Payment Shares will be distributed by the Vendor to its individual shareholders in the quantities as set forth in Schedule "B" hereto;

(b) it will execute and comply with the terms and conditions of any and all forms, certifications, undertakings and other instruments and agreements required by the TSXV with respect to the issuance and holding of the Payment Shares;

(c) the Payment Shares will be subject to restrictions on resale in accordance with applicable securities laws and TSX requirements, being four months and a day following the date of issue;

(d) the Payment Shares shall be deemed to have been issued to the Vendors at a price of $0.055 per share.

2.3 This Agreement and the completion of the transactions contemplated herein are subject to a number of conditions precedent; and the parties agree to use their commercially reasonable efforts to satisfy such conditions precedent as soon as possible after execution of this Agreement.

3. PERFORMANCE COVENANT

3.1 Subject to the conditions set out in Sections 9 and 12, the Purchaser covenants and agrees to incur the following Expenditures on the Property:

(i) $150,000 on or before December 31, 2018;

(ii) an aggregate of $1,250,000 on or before December 31, 2019;

(iii) an aggregate of $2,500,000 on or before December 31, 2020; and

(iv) an aggregate of $4,000,000 on or before December 31, 2021.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Purchaser hereby represents and warrants to the Vendor, and acknowledges and agrees that the Vendor is relying upon the accuracy of same in connection with its sale of the Property and the completion of the other transactions contemplated herein, that as at the date hereof and at the Closing:

(a) the Purchaser is duly and validly incorporated, organized and subsisting and in good standing under the laws of its jurisdiction of formation, and has all requisite corporate power, capacity and authority to own, lease and otherwise hold the Property and to otherwise carry on its business as presently conducted;

(b) the Purchaser has or prior to the Closing will have, the legal power, capacity and competence and has or will have obtained all necessary approvals by its directors, shareholders, partners and others, including all governmental agencies and third parties, and has or will have taken all other necessary corporate and other actions and proceedings to authorize the entering into and execution of this Agreement and the taking of all actions required pursuant hereto;

(c) the Purchaser is a reporting issuer in each of British Columbia and Alberta; and is not in default of its continuous disclosure obligations under the securities laws of such jurisdictions;

(d) the Purchaser's Common Shares are listed for trading on the TSXV and the Purchaser is not in default of any of the listing requirements of the TSXV or its listing agreement with the TSXV;

(e) all disclosure documents of the Purchaser filed under applicable securities laws, including but not limited to, financial statements, prospectuses, offering memoranda, information circulars, material change reports and shareholder communications (the "**Disclosure Documents**") contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

(f) the Purchaser's financial statements, forming part of the Disclosure Documents, copies of which have been filed and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Purchaser for the periods then ended and such financial statements have been prepared in accordance with appropriate reporting standards applied on a consistent basis;

(g) the outstanding securities of the Purchaser are accurately set forth in the Disclosure Documents, and there are no agreements to issue any Common Shares or securities convertible into Common Shares not disclosed in the Purchaser's most recently filed financial statements;

(h) this Agreement has been duly and validly executed by the Purchaser and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) rights of indemnity and contribution hereunder may be limited under applicable law,

(iii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; and

(iv) a court may stay proceedings before them by virtue of equitable or statutory powers,

and the entering and execution of this Agreement and the taking of all actions required pursuant hereto does not conflict with, or constitute a violation, default or breach under, or accelerate the Purchaser's obligations or revoke its rights and privileges under, as applicable, any term or provision of its constating documents; any resolutions of its directors, shareholders or partners; any laws applicable to it or any agreement to which it is bound; or any judgement, decree or order to which it is named or is bound; and

(i) there is no bankruptcy, insolvency, liquidation, winding-up or other similar proceeding in progress, pending or threatened by or against the Purchaser before any court or regulatory or administrative agency, authority or tribunal;

(j) there are no agreements or understandings entered into by the Purchaser entitling any person to receive or claim any commission, finder's fee or like payment against the Vendor in respect of this Agreement or any matter contemplated herein or hereby.

4.2 The Vendor hereby represents and warrants to the Purchaser, and acknowledges and agrees that the Purchaser is relying upon the accuracy of same in connection with its purchase of the Property from the Vendor and the completion of the other transactions contemplated herein, that as at the date hereof and the Closing:

(a) the Vendor is duly and validly incorporated, organized and subsisting and in good standing under the laws of British Columbia, and has all requisite corporate power, capacity and authority to own, lease and otherwise hold the Property and to otherwise carry on its business as presently conducted;

(b) the Vendor has the legal power, capacity and competence and has obtained all necessary approvals by its directors, shareholders, partners and others, including all governmental agencies and third parties, and has taken all other necessary corporate and other actions and proceedings to authorize the entering into and execution of this Agreement and the taking of all actions required pursuant hereto;

(c) this Agreement has been duly and validly executed by the Vendor and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms except that:

(i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;

(ii) rights of indemnity and contribution hereunder may be limited under applicable law,

(iii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; and

(iv) a court may stay proceedings before them by virtue of equitable or statutory powers, and the entering into and execution of this Agreement and the taking of all actions required pursuant hereto does not conflict with, or constitute a violation, default or breach under, or accelerate the Vendor's obligations or revoke its rights and privileges under, as applicable, any term or provision of its constating documents; any resolutions of its directors, shareholders or partners; any laws applicable to it or the Property or any agreement to which it or the Property is bound (including any of the Property Qualifications); or any judgement, decree or order to which it is named or is bound;

(d) there are no agreements or understandings entered into by the Vendor entitling any person to receive or claim any commission, finder's fee or like payment against the Purchaser in respect of this Agreement or any matter contemplated herein or hereby;

(e) there is no bankruptcy, insolvency, liquidation, winding-up or other similar proceeding in progress, pending or threatened by or against the Vendor before any court or regulatory or administrative agency, authority or tribunal;

(f) the Property has been duly and validly located, staked and recorded, and the Vendor holds legal, valid, subsisting and enforceable title in and to the Property;

(g) the map staked licences comprising the Property have been duly and validly granted and recorded with the applicable mining authority pursuant to all applicable Laws; are accurately described in Schedule "A" hereto; and the Vendor holds a 100% Interest in and to each of the concessions comprising the Property free and clear of all Adverse Interests;

(h) the Vendor holds all necessary or desirable Business Authorizations, which for greater certainty includes without limitations holding exclusive mineral exploration licences as issued by the NDNR, and all necessary or desirable Property Qualifications for access to the Property, to conduct exploration, development and drilling activities on the Property, and to use the natural resources on or under the Property required for such activities, and without limiting the foregoing:

(i) all the Business Authorizations have been duly and validly issued or granted, have been observed and complied with in all respects, and are valid, subsisting, enforceable and in good standing and in full force and effect; and

(ii) no Legal Proceeding is in effect or has been initiated, pending or threatened to cancel, revoke, suspend, amend or otherwise terminate or modify any of the Business Authorizations or create an Adverse Interest therein or thereby;

(i) to the Vendor's knowledge, all past operations on the Property have been conducted in compliance with all applicable laws and property rights, including but not limited to Environmental Laws, and the Vendor is not subject to and has not received notice of or is otherwise not aware of:

(i) any Legal Proceeding that is in effect or has been initiated, pending or threatened in respect of the Vendor or the Property relating to a violation or alleged violation of any applicable laws or property rights; and

(ii) any fact, circumstance or condition at, on or under the Property or respecting its assets that could give rise to any Legal Proceeding, any Adverse Interest or any material liability under any applicable laws or property rights,

(j) the Vendor is not subject to and has not received notice of or is otherwise not aware of:

(i) any Legal Proceeding that is in effect or has been initiated, pending or threatened in respect of the Vendor or the Property relating to compliance with, remedial orders under or potential liability under any Environmental Laws, including but not limited to those respecting the manufacture, importation, transportation, storage, handling, use, treatment, disposition, release, discharge, remediation or corrective action for Hazardous Substances, and

(ii) any environmental audit, assessment or other review that is in effect or has been initiated, pending or threatened in respect of the Property;

(k) there are no royalties, fees or other amounts payable from production of minerals from the Property to any third party, other than the NSR Royalty, and royalties, fees and other amounts that may be payable to the government; and

(l) there are no other Legal Proceedings in effect, in progress, pending or threatened by or against the Vendor or otherwise affecting the Vendor, the Property or the Property Qualifications, nor any facts, circumstances or conditions that could constitute or give rise thereto or any Adverse Interest, including but not limited to any that could otherwise prevent, restrict or have an adverse effect on:

(i) the Vendor's ownership of the Property, the transfer of the Property to the Purchaser, or the Purchaser's ownership of the Property;

(ii) the parties' exclusive and quiet possession of the Property and ability to access the Property, to conduct exploration, development and drilling activities on the Property and to use the natural resources on the Property in furtherance of such activities;

(iii) the prospects, potential exploitation or economic value of the Property; or

(iv) the completion of the other transactions set out herein,

and without limiting the foregoing the Vendor is not aware of any current, pending or threatened Legal Proceeding that could result in the seizure, forfeiture or other loss of the Property or part thereof or of any right or interest therein or derived therefrom.

4.3 The representations and warranties made by the parties and contained in this Agreement, or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the Closing for a period of two years and notwithstanding any investigation made by or on behalf of the parties.

5. MAINTENANCE OF CLAIMS

5.1 Until Closing, the Vendor shall be responsible for filing all required documents and paying all required fees, taxes and rents for all of the licences comprising the Property and for maintaining the Property in good standing; and following Closing the Purchaser will be solely responsible for the same.

5.2 Effective on signing of this Agreement until the Closing, both Parties shall keep the Property free and clear from all liens and encumbrances for labour, materials or other indebtedness of any kind. If, after notice, a Party fails to keep the Claims free and clear of all liens, and encumbrances, the other may, without any obligation to do so and without waiving any default, pay any sums or take any action necessary to remove such lien or encumbrance and the defaulting Party shall pay to the other such sums expended, on demand.

6. ADDITIONAL COVENANTS PRIOR TO CLOSING

6.1 The Vendor shall file with the requisite agencies and authorities an assessment report with respect to past work and expenditures on the Property, for purposes of recording the maximum work credits available from such work and expenditure on the Property.

6.2 Each party hereto hereby agrees to conduct its business and affairs and otherwise use its reasonable best efforts such that:

(a) the respective party's representations and warranties herein contained remain true and correct in all material respects up to the Closing;

(b) the respective party's covenants herein contained are performed in all material respects prior to and as at the Closing; and

(c) the conditions herein contained, to the extent that such conditions are within the control or influence of the respective party, are observed and satisfied in all material respects prior to and as at the Closing.

7. CONDITIONS TO CLOSING

7.1 The Purchaser's obligation to complete the transactions contemplated herein are conditional upon the fulfillment of the following conditions as of the Closing:

(a) satisfactory due diligence by the Purchaser of the Vendor and the Property, including technical reports, title verification and drilling;

(b) the representations and warranties of the Vendor in this Agreement shall be true in all material respects as of the Closing;

(c) the covenants of the Vendor and conditions for the benefit of the Purchaser in this Agreement to be performed, observed and satisfied prior to and as of the Closing shall have been performed, observed and satisfied in all material respects as of the Closing;

(d) all required approvals for the transactions contemplated herein shall have been obtained including the approval of the TSXV on or before September 7th, 2018;

(e) the exploration licences comprising the Property will have been transferred by the NDNR to the Purchaser;

(f) between the date hereof and the Closing, there exists no current, pending or threatened Legal Proceeding that has or could have the effect of preventing, restricting or placing conditions unacceptable to the Purchaser in its sole discretion on (i) the transfer from the Vendor to the Purchaser of the Property or the completion of any of the transactions contemplated herein, or (ii) the Purchaser's right to own and exploit the Property free and clear of all Adverse Interests; and

(g) between the date hereof and the Closing, there has been no material adverse change in the Property, including but not limited to the Property Qualifications,

and the foregoing conditions shall be for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part without prejudice to the non-fulfillment of any other conditions for the benefit of the Purchaser or any rights or remedies available to the Purchaser at law or in equity.

7.2 The Vendor's obligation to complete the transactions contemplated herein are conditional upon the fulfillment of the following conditions as of the Closing:

(a) the representations and warranties of the Purchaser in this Agreement shall be true in all material respects as of the Closing;

(b) the covenants of the Purchaser and conditions for the benefit of the Vendor in this Agreement to be performed, observed and satisfied prior to and as of the Closing shall have been performed, observed and satisfied in all material respects as of the Closing;

(c) all required approvals for the transactions contemplated herein shall have been obtained including the approval of the Vendor's shareholders (if necessary); and

(d) between the date hereof and the Closing, there exists no current, pending or threatened Legal Proceeding that has or could have the effect of preventing, restricting or placing conditions unacceptable to the Vendor in its sole discretion on (i) the transfer from the Vendor to the Purchaser of the Property or the completion of any of the transactions contemplated herein, or (ii) the Vendor's right to own and exploit the Property free and clear of all Adverse Interests;

and the foregoing conditions shall be for the exclusive benefit of the Vendor and may be waived by the Vendor in whole or in part without prejudice to the non-fulfillment of any other conditions for the benefit of the Vendor or any rights or remedies available to the Vendor at law or in equity.

8. CLOSING

8.1 The completion (the "**Closing**") of the purchase and sale of the Property and other transactions contemplated herein shall take place as soon as practicable after the satisfaction or waiver of all conditions specified herein, on such date and at such time as agreed by the parties. Subject to the satisfaction or waiver of all conditions specified herein, the Closing shall occur on or before the date which is five business days after the date the TSXV accepts the transaction for filing or such later date as may be agreed to by the parties.

8.2 At the Closing, the Purchaser shall deliver to the Vendor:

(a) a certificate for the Payment Shares specified in section 2.1(i) hereof, registered in such manner as the Vendor may direct; and

(b) such other instruments and documents as may be reasonably requested by the Vendor to evidence or give effect to the matters contemplated herein or hereby.

8.3 At the Closing, the Vendor shall deliver to the Purchaser the Transfer Documents and such other instruments and documents as may be reasonably requested by the Purchaser to evidence the transfer of the Property to the Purchaser.

9. DEFAULT

9.1 If the Purchaser should be in default of any requirement under the terms of this Agreement other than a default which by definition would be covered by Section 12, the Vendor shall give written notice to the Purchaser specifying the default and the Purchaser shall not lose any rights granted under this Agreement unless within 30 days after the giving of notice of default by the Vendor, the Purchaser has failed to take reasonable steps to cure the default by the appropriate performance and if the Purchaser fails to take such reasonable steps to cure any such default, the Vendor shall be entitled to seek any remedy it may have on account of such default.

10. NOTICES

10.1 Any notice, communication or delivery required or permitted to be given shall be in writing and effected by personal delivery, electronic mail (with confirmed receipt) or by prepaid mail to:

(a) If to the Purchaser at:
District Copper Corp.
[Redacted]
Attention: Braden Jensen
Email: [Redacted]

(b) If to the Vendor at:
1174587 B.C. Ltd.
[Redacted]
Attention: Ken Cotiamco
Email: [Redacted]

and such shall be deemed to have been given (i) if effected by personal delivery or email transmission (with confirmed receipt), at the time of delivery or email receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by prepaid mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

11. ABANDONMENT OF THE PROPERTY

11.1 Should the Purchaser elect at any time to abandon any or all of the Property, then the Purchaser will give the Vendor at least 20 business days advance notice of the same, and the Vendor shall have the exclusive right, which must be exercised within such 20 days' notice period, to repurchase such abandoned portion of the Property by delivering to the Purchaser the sum of $100.

12. FORCE MAJEURE AND DELAYS

12.1 Should the Purchaser be delayed in or prevented from performing any of the terms, covenants or conditions of this Agreement by reason of a cause beyond the control of such Party, whether or not foreseeable, excluding a lack of funds but including fires, floods, earthquakes, subsidence, ground collapse or landslides, interruptions or delays in transportation or power supplies, strikes, lockouts or other labour disruptions, wars, acts of God, government regulation (including currency control) or interference or the inability to secure on reasonable terms any private or public permits or authorizations, including those from First Nations, harsh or adverse weather conditions, First Nations land claims and legal proceedings, any one of which would create a situation where the Purchaser cannot fulfill its covenants or agreements in an economic or good and miner-like manner, then any such failure on the part of the Purchaser to so perform shall not be deemed to be a breach of this Agreement and the time within which the Purchaser is obliged to comply with any such term, covenant or condition of this Agreement shall be extended by the total period of all such delays up to a maximum period of eighteen (18) months. In order that the provisions of this Section may become operative, the Purchaser shall give notice in writing to the Vendor, forthwith and for each new cause of delay or prevention and shall set out in such notice particulars of the cause thereof, and the day upon which the same arose, and shall take all reasonable steps to remove the cause of such delay or prevention, and shall give like notice forthwith following the date that such cause ceased to subsist

13. GENERAL

13.1 **Fees and Expenses.** Each Party shall be responsible for all expenses incurred by it in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their respective legal counsel, accountants, financial and investment advisors.

13.2 **Fees.** The Parties acknowledge that neither has entered into any agreement with a third party to pay any finder or advisory fee in connection with this Agreement.

13.3 **Entire Agreement and Further Assurances.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and replaces the letter of intent dated June 29, 2018 between the parties. The parties shall from time to time prior to or after the Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the provisions and intent of this Agreement.

13.4 **Amendments and Waivers.** Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

13.5 **Invalidity and Limitation.** The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

13.6 **Time of the Essence.** Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

13.7 **Remedies Cumulative.** The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same or other default or breach.

13.8 **Governing Law and Dispute Resolution.** This Agreement shall be exclusively governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia. In the event of any dispute hereunder, the parties agree to arbitration in Vancouver, British Columbia, in accordance with the then current practice, rules and procedures as are customary for transactions of this nature and otherwise determined by the parties acting reasonably and in good faith.

13.9 **Assignment and Enurement.** This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto; provided that the Purchaser may assign some or all of its rights hereunder to its wholly owned Dominican Republic subsidiary. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13.10 **Counterparts and Delivery.** This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date first above written.

DISTRICT COPPER CORP.	**1174587 B.C. LTD.**
"Jevin Werbes"	*"Kenneth Cotiamco"*
Authorized Signatory	Authorized Signatory

SCHEDULE “A”

Description of Property

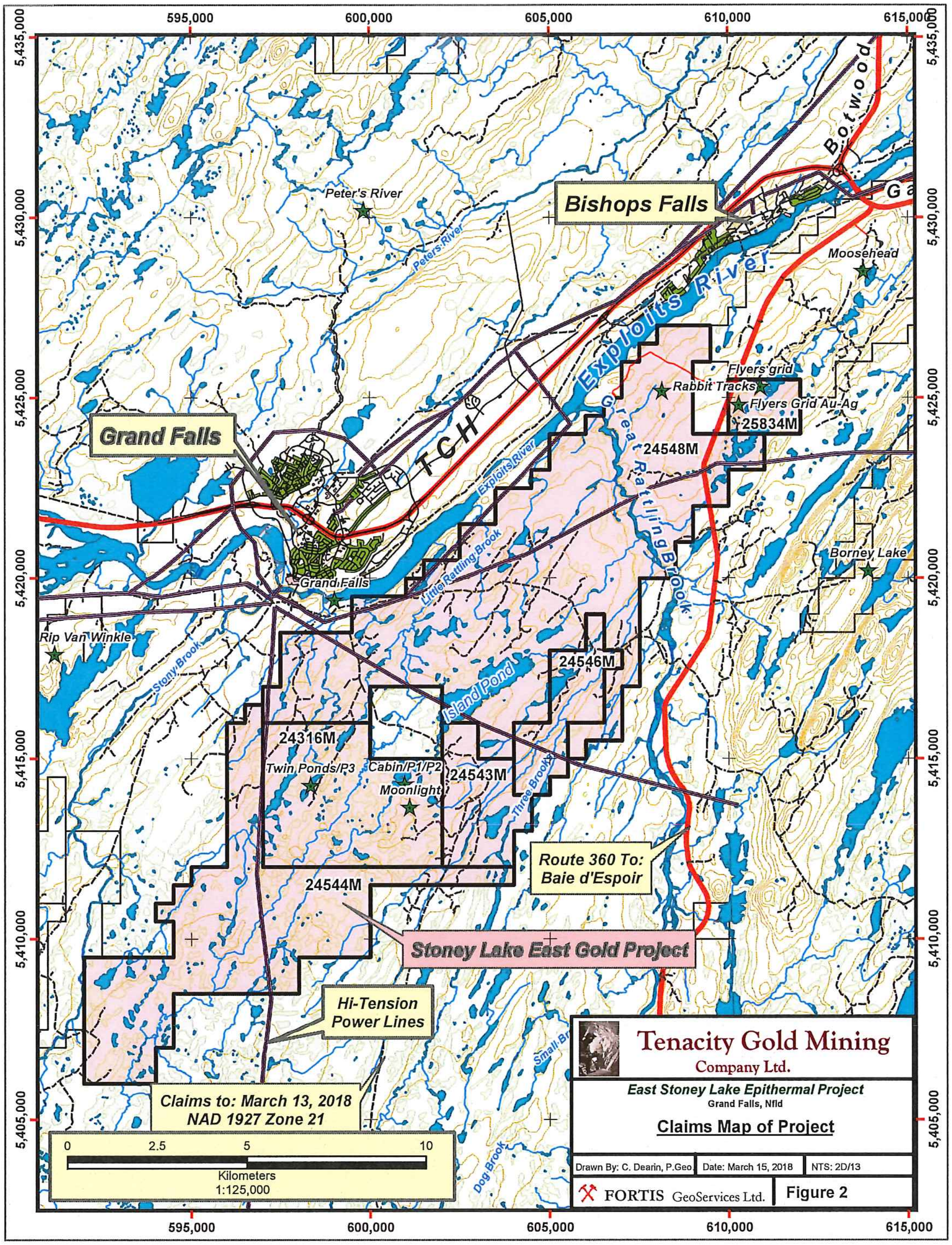
The Property consists of those six Map Staked Licences covering 521 mineral claims aggregating 13,025 hectares located in central Newfoundland known as the Stoney Lakes Project and more particularly set forth below, together with all renewals or extensions thereof and all surface, water and ancillary or appurtenant rights attached or accruing thereto; and includes all data and information, including drill logs and maps generated from said data and information, collected by the Vendor and its contractors with respect to the Property:

Licence No.	No. of Claims	Area (ha)	Next Report Due Date[1]
24316M	72	1,800	January 13, 2019
24543M	30	750	February 5, 2019
24544M	127	3,175	February 5, 2019
24546M	26	650	February 5, 2019
24548M	254	6,350	February 5, 2019
25834M	12	300	May 21, 2020
Total	**521**	**13,025**	

Note 1: Each Map Staked License requires sufficient exploration expenditures prior to the annual Next Report Due Date, in order to hold the Licence in good standing for the next year. These amounts for the current second year are $250 per claim less any excess expenditure credits from previous years. An additional 60-day extension for report completion can be applied for on each License. Exploration expenditure amounts increase by $50 per year per claim, or $300 per claim in year three, etc.

Map Attached on next page.

Claim map of the Stony Lake East Gold Project, Grand Falls-Bishops Falls, Newfoundland



SCHEDULE "B"

Allocation of the Payment Shares

Shareholder	**Number of Payment Shares**
Charles Dearin	5,000,000
Dianne Dearin	5,000,000
Bryan Slusarchuk	7,500,000
Matri Capital Corp.	7,500,000
Carson Seabolt	7,500,000
Rahoul Sharan	7,500,000
Total	**40,000,000**

SCHEDULE C
NET SMELTER RETURNS ROYALTY

ARTICLE 1
DEFINITIONS

1.1 Definitions

(a) "**Allowable Deductions**" means, for any Month, all costs, charges and expenses paid, incurred, or deemed incurred by the Owner during that Month for or with respect to Products including:

(i) charges for treatment in the smelting, refining and other beneficiation process (including handling, processing, interest, and provisional settlement fees, weighing, sampling, assaying umpire and representation costs, penalties, and other processor deductions),

(ii) actual costs of transportation (including loading, freight, insurance, security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation) of Products from the Properties to the place of treatment and then to the place of Sale,

(iii) costs or charges of any nature for or in connection with insurance, storage, or representation at a smelter or refinery for Products or refined metals, and

(iv) sales, use, severance, excise, net proceeds of mine, and ad valorem taxes and any tax on or measured by mineral production, but not including income taxes of the Owner or Royalty Holder,

provided that:

(v) whether Products are processed on or off the Properties in a facility wholly or partially owned by the Owner or a shareholder of the Owner or by an Affiliate of the Owner or an Affiliate of a shareholder of the Owner, Allowable Deductions will not include any costs that are in excess of those which would be incurred on an arm's length basis, or which would not be Allowable Deductions if those Products were processed by an independent third party; and

(vi) there will be no Allowable Deductions from Gross Proceeds received as a result of a Loss.

(b) "**Gold Production**" means the quantity of refined gold out-turned during a Month to the Owner's pool account by an independent third party refinery in respect of Products, on either a provisional or final settlement basis.

(c) "**Gross Proceeds**" means, for any Month, proceeds received or deemed to be received by the Owner for the Sale of Products from the Properties, whether processed on or off of the Properties (for greater certainty, including insurance proceeds in respect of any Loss), determined as follows, but subject to Section 4.6:

(i) if Products are sold by the Owner in the form of ore, doré, or concentrates, then the Gross Proceeds in respect of such ore, doré or concentrates will be equal to the amount of the proceeds actually received by the Owner during the Month from the sale of such raw ore, doré or concentrates;

(ii) if Products are sold by the Owner in the form of refined gold, then such gold will be deemed to have been sold at the Monthly Average Gold Price for the Month in which it was produced, and the Gross Proceeds in respect of gold will be determined by multiplying Gold Production for the Month by the Monthly Average Gold Price for the Month;

(iii) if Products are sold by the Owner in the form of refined silver, then such silver will be deemed to have been sold at the Monthly Average Silver Price for the Month in which it was produced, and the Gross Proceeds in respect of silver will be determined by multiplying Silver Production for the Month by the Monthly Average Silver Price for the Month;

(iv) if Products are sold by the Owner in the form of refined metals other than gold or silver then the Gross Proceeds will be equal to the amount of the proceeds actually received by the Owner during the Month from the sale of such refined metal; and

(v) if there is a Loss of Products then the Gross Proceeds will be equal to the sum of the insurance proceeds in respect of such Loss.

(d) "**Loss**" means an insurable loss of or damage to Products, whether or not occurring on or off the Properties and whether the Products are in the possession of the Owner or otherwise.

(e) "**Month**" means a calendar month.

(f) "**Monthly Average Gold Price**" means the average London Bullion Market Association "P.M. Gold Fix" (or should that quotation cease, another similar quotation acceptable to the Parties or, if they cannot agree, determined by arbitration hereunder), calculated by dividing the sum of all such prices reported for the Month by the number of days for which such prices were reported.

(g) "**Monthly Average Silver Price**" means the average "New York Silver Price" as published daily by Handy & Harman (or, should that publication cease, another similar publication acceptable to the Parties or, if they cannot agree, determined by arbitration hereunder), calculated by dividing the sum of all such prices reported for the Month by the number of days for which such prices were reported.

(h) "**Net Smelter Returns**" for any Month means for any Product, the Gross Proceeds for such Month from the Sale of such Product less Allowable Deductions for such Month related to such Product.

(i) "**Owner**" means the legal and equitable owner of the Properties.

(j) "**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

(k) "**Products**" means the Owner's share of all ores mined from the Properties and all concentrates and other mineral products, metals or minerals which are derived therefrom, whether on or off the Properties, for which there has been a Sale.

(l) "**Royalty**" a royalty interest in the Net Smelter Returns.

(m) "**Royalty Holder**" means a Person entitled to a Royalty; and "**Royalty Holders**" mean collectively all Persons entitled to the Royalty.

(n) "**Sale**" means a sale of a Product by or on behalf of the Owner or any Affiliate of the Owner to a Person who is not an Affiliate of the Owner, and is deemed to include any Loss prior to any such sale.

(o) "**Silver Production**" means the quantity of refined silver outturned during a Month to the Owner's pool account by an independent third party refinery in respect of Products, on either a provisional or final settlement basis.

ARTICLE 2
OPERATION OF THE PROPERTIES

2.1 Owner to Determine Operations

The Owner may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Properties, prior to sale, transfer, or conveyance to a purchaser, user, or consumer. The Owner will not be liable for mineral values lost in processing under sound practices and procedures, and no Royalty will be due on any such lost mineral values. The Owner will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Properties and may suspend operations and production on the Properties at any time it considers prudent or appropriate to do so. The Owner will owe the Royalty Holder no duty to explore, develop or mine the Properties, or to do so at any rate or in any manner other than that which the Owner may determine in its sole and unfettered discretion.

2.2 Insurance

Notwithstanding Section 2.1, the Owner will obtain and maintain insurance against Loss of Products prior to their Sale, in such amounts and with such coverage as is customary in the industry (including, without limitation, fidelity insurance to protect against theft and business interruption coverage) with the Royalty Holder as a named insured.

2.3 Commingling

The Owner will not commingle of Products from the Properties with other ores, doré, concentrates, mineral products, metals or minerals produced elsewhere, unless the Operator and the Royalty Holder have agreed upon procedures for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, mineral products, metals and minerals.

ARTICLE 3
ASSIGNMENT

3.1 Assignment by a Royalty Holder

A Royalty Holder may convey or assign all or any undivided portion of the Royalty payable either for a stated term of years or up to a specified dollar amount, provided that such assignment will not be effective against the Owner until the assignee has delivered to the Owner a written and enforceable acknowledgment on the terms and conditions herein detailed.

3.2 Assignment by Owner

The Owner may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Properties provided that such disposition will not be effective as against the Royalty Holder until the purchaser has delivered to the Royalty Holder a written and enforceable acknowledgement of all of the terms and conditions herein detailed.

ARTICLE 4
PAYMENTS

4.1 Payment Obligation

The obligation to pay the Royalty will accrue when there has been a Sale, provided that:

(a) there will be deemed to have been a Sale of treated metals upon the outturn of metals from such Products by the treatment facility to the account of the Owner; and

(b) any Royalty due in respect of a Loss will accrue when the insurance proceeds are paid.

4.2 Provisional Settlements

Where the outturn of treated metals or a Sale (including an insurance settlement in respect of a Loss) is made on a provisional basis, the amount of the Royalty payable will be based upon the amount of metal or other Products or the value of the Loss credited by such provisional settlement, but will be adjusted to account for the amount of metal or other Products or the value of the Loss established by final settlement with the treatment facility or with the purchaser or insurer of other Products, as the case may be.

4.3 Due Date

Royalty payments will be due and payable quarterly on the last day of the Month next following the end of the calendar quarter in which the same accrued.

4.4 Royalty Statements

Royalty payments will be accompanied by a statement showing in reasonable detail on a Product by Product basis for the relevant quarter:

(a) the quantities and grades of Products produced and for which there was a Sale in the quarter;

(b) the actual proceeds of Sale received in the quarter;

(c) the Allowable Deductions in the quarter; and

(d) other pertinent information in sufficient detail to explain the calculation of the Royalty payment.

4.5 Adjustments

Subject to Section 4.2 hereof, all Royalty payments will be considered final and in full satisfaction of all obligations of the Owner with respect thereto, unless a Royalty Holder gives the Owner written notice describing and setting forth a specific objection to the determination thereof within one year after receipt by the Royalty Holder of the quarterly Royalty statement. If a Royalty Holder objects to a particular quarterly statement as herein provided, then:

(a) the Royalty Holder will have the right, upon reasonable notice and at a reasonable time, to have the Owner's accounts and records relating to the calculation of the Royalty in question audited by a chartered accountant selected by the Royalty Holder and who enters into a confidentiality undertaking substantially on the terms of Section 7.1 hereof;

(b) if such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holders, such deficiency or excess will be resolved by adjusting the next quarterly Royalty payment due hereunder. If production has ceased, settlement will be made between the Parties by cash payment; and

(c) the Royalty Holder will pay all costs of such audit unless a deficiency of five percent or more of the amount due to the Royalty Holder is determined to exist. The Owner will pay the costs of such audit if a deficiency of five percent or more of the amount due is determined to exist.

Failure on the part of the Royalty Holders to make claim on the Owner for adjustment in such one year period will establish the correctness of the payment and preclude the filing of exception thereto or making of claims for adjustment thereon.

4.6 Conversion of Currency

All payments will be made in U.S. dollars.

4.7 Wire Transfer

Payments hereunder will be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as each Royalty Holder may designate pursuant to wire instructions provided by the Royalty Holder to the Owner not less than three (3) Business Days prior to the dates upon which such payments are to be made.

4.8 Trading Activities of Owner

The Owner will have the right to market and sell refined metals and other Products in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements ("**trading activities**") which may involve the possible physical delivery of Products. The Royalty will not apply to, and the Royalty Holders will not be entitled to participate in, the proceeds generated by the Owner, a shareholder of the Owner, or an Affiliate of either in trading activities or in the actual marketing or sales of Products.

In determining the net proceeds from any Products subject to the Royalty, the Owner will not be entitled to deduct from Gross Proceeds any losses suffered by the Owner, a shareholder or an Affiliate in trading activities. In the event that the Owner engages in trading activities, the Royalty will be determined on the basis of the value of Products produced and without regard to the price or proceeds actually received by the Owner, for or in connection with the sale, or the manner in which a sale to a third party is made by the Owner. In the event that the Owner engages in trading activities in respect of Products other than refined metals, the Gross Proceeds will be determined on the basis of the value of such Products ex headframe or minesite loading facility in the case of ores or ex mill or other treatment facility in the case of other Products.

4.9 Books and Records

All books and records used by the Owner to calculate Royalty due hereunder will be kept according to International Financial Reporting Standards.

ARTICLE 5
INDEMNITY

5.1 Indemnity

The Owner will defend, indemnify, reimburse and hold harmless the Royalty Holders, their officers, directors, shareholders, employees and its successors and assigns (collectively the "**indemnified parties**"), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holders or which they may sustain, pay or incur that whosoever result from or relate to operations conducted on or in respect of the Properties that result from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling of transportation of the Products.

5.2 Limitation

The indemnity provided in Section 5.1 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an indemnified party its capacity as or related to the Royalty Holders as holders of the Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an indemnified party in any other capacity.

ARTICLE 6
DISPUTE RESOLUTION

6.1 Arbitrator

Any matter in dispute hereunder will be determined by arbitration, by a single arbitrator, in accordance with the *Arbitration Act*, British Columbia.

ARTICLE 7
MISCELLANEOUS

7.1 Confidentiality

(a) All information, data, reports, records, feasibility studies and test results relating to the Properties and the activities of the Owner or any other party thereon and the terms and conditions of this Agreement, all of which will hereinafter be referred to as "confidential information", will be treated by the Royalty Holders as confidential and will not be disclosed to any person not a Party to this Agreement, except in the following circumstances:

(i) the Royalty Holders may disclose confidential information to their auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-party users to perform the services for which they were retained by the Royalty Holders;

(ii) the Royalty Holders may disclose confidential information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters and that the Royalty Holders will have availed themselves of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which they may be entitled; or

(iii) with the approval of the Owner.

(b) Any confidential information that becomes part of the public domain by no act or omission in breach of this Section 7.1 will cease to be confidential information for the purposes of this Section 7.1.

7.2 No Partnership

The Royalty is not intended to, and will not be deemed to, create any partnership relation between the Royalty Holders and the Owner including, without limitation, a mining partnership or commercial partnership. Neither of the Royalty Holders or the Owner will, as a consequence of the Royalty, have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of the other. Nothing in the Royalty will be deemed to constitute cover the Royalty Holders or the Owner the partner, agent or legal representative of the other.

AMENDMENT AGREEMENT

(Stoney Lake Property, Newfoundland)

THIS AGREEMENT is dated as of the 6th day of September, 2018.

BETWEEN: **1174587 B.C. LTD.**
of [Redacted]
(the "**Vendor**")

AND: **DISTRICT COPPER CORP.**
of [Redacted]
(the "**Purchaser**")

WHEREAS the parties entered into a mineral property purchase and sale agreement dated August 15, 2018 (the "**Purchase Agreement**") whereby the Purchaser agreed to acquire all of the Vendor's right, title and interest in and to the Property (as defined in the Purchase Agreement), subject to a retained royalty; which agreement the parties have agreed to amend in accordance herewith by deleting all obligations of the Purchaser to undertake minimum amounts of work on the Property,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the past and future payments by the Purchaser to the Vendor as contemplated in the Purchase Agreement and herein, and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby expressly acknowledged by each party), the parties agree as follows:

1. The Purchase Agreement is hereby amended by deleting:
   (a) the definition of "**Expenditures**" in its entirety;
   (b) Part 3 of the Purchase Agreement entitled "**Performance Covenant**" in its entirety; and
   (c) Part 12 of the Purchase Agreement entitled "**Force Majeure and Delays**" in its entirety.
2. In all other respects the Purchase Agreement remains in full force and effect.
3. This Amending Agreement may be executed in counterpart and delivered by electronic transmission, all of which taken together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

1174587 B.C. LTD.	**DISTRICT COPPER CORP.**
by its authorized signatory:	by its authorized signatory:
"B T Slusarchuk"	*"Jevin Werbes"*

AMENDMENT AGREEMENT

(Stoney Lake Property, Newfoundland)

THIS AGREEMENT is dated as of the 29th day of January, 2019.

BETWEEN: **1174587 B.C. LTD.**
of [Redacted]
(the "**Vendor**")

AND: **DISTRICT COPPER CORP.**
of [Redacted]
(the "**Purchaser**")

WHEREAS the parties entered into a mineral property purchase and sale agreement dated August 15, 2018 as amended (the "**Purchase Agreement**") whereby the Purchaser agreed to acquire all of the Vendor's right, title and interest in and to the Property (as defined in the Purchase Agreement), subject to a retained royalty; which agreement the parties have agreed to amend in accordance herewith by extending the date by which the Purchaser is required to meet certain obligations.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the past and future payments by the Purchaser to the Vendor as contemplated in the Purchase Agreement and herein, and of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby expressly acknowledged by each party), the parties agree as follows:

1. The Purchase Agreement is hereby amended by confirming the contents of the Amending Agreement dated September 6, 2018 and extending the date for obtaining TSX Venture Exchange approval to February 15, 2019;

2. The Vendors confirm that the Purchaser has satisfied its obligation to spend $150,000 on the Property by posting that amount as security with the Department of Natural Resources, Government of Newfoundland and Labrador pending the opening of the 2019 Exploration Season;

3. There are no additional work commitments imposed on the Purchaser under the terms of the Agreement;

4. In all other respects the Purchase Agreement as amended by the Amending Agreement dated September 6, 2018 shall remain in full force and effect; and

5. This Amending Agreement may be executed in counterpart and delivered by electronic transmission, all of which taken together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

1174587 B.C. LTD.	**DISTRICT COPPER CORP.**
by its authorized signatory:	by its authorized signatory:
"B T Slusarchuk"	*"Jevin Werbes"*