1st AMENDMENT TO THE OPTION AGREEMENT

THIS AMENDING AGREEMENT is made as of the ____ day of November, 2019.

BETWEEN:

OROCO RESOURCE CORP., a company incorporated under the laws of British Columbia and having a registered office at 1201 – 1166 Alberni Street, Vancouver, British Columbia, Canada, V6E 3Z3

(“**Oroco**”)

AND:

ALTAMURA COPPER CORP., a company incorporated under the laws of British Columbia having a registered office at 302 – 1620 West 8th Avenue, Vancouver, British Columbia, Canada, V6J 1V4

(“**Altamura**”)

AND:

ATM MINING CORP., a company incorporated under the laws of British Columbia and having a registered office at 2332 West 37th Avenue, Vancouver, British Columbia, Canada, V6M 1P3

(“**ATM**”)

AND:

GALLOWAY FINANCIAL SERVICES LTD., a company incorporated under the laws of Malta and having an office at 114 The Strand, Gzira, GZR 1027, Malta

(“**Galloway**”)

AND:

HAYES DAVIS INVESTMENTS INC., a company incorporated under the laws of British Columbia and having an address at 108 – 409 Swift Street, Victoria, British Columbia, Canada, V8W 1F2

(“**Hayes**”)

AND:

ADAM SMITH, a businessman having an address at 1302 Arbutus Street, Vancouver, British Columbia, Canada, V6J 3W8

("**Smith**")

AND:

DAVID ROSE, a businessman having an address at 2 – 1155 West 10th Avenue, Vancouver, British Columbia, Canada, V6H 1J2

("**Rose**")

AND:

CROSSRANGE LOGISTICS INC., a company incorporated under the laws of British Columbia and having an office at 303 – 5455 West Boulevard, Vancouver, British Columbia, Canada, V6M 3W5

("**Crossrange**")

ATM, Galloway, Hayes, Smith, Rose and Crossrange are hereinafter collectively referred to as the "**Optionors**".

WHEREAS Oroco, Altamura and the Optionors entered into an Option Agreement dated September 27, 2019 (the "**Agreement**") and the parties thereto now wish to amend the terms of the Agreement.

IN CONSIDERATION of the premises and mutual agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

1. Section 1 DEFINITIONS

Sub-section 1.1 *Definitions* is amended by adding and/or replacing the following definitions:

(s) "**Loan**" means the interest bearing loan from Oroco to Altamura, pursuant to the terms and conditions of the Loan Agreement, including any amendments thereto;

(t) "**Loan Agreement**" means the loan agreement dated September 27, 2018 between Oroco and Altamura, including any amendments thereto;

(w) "**Non-Oroco Group**" means Galloway, Hayes and Crossrange;

(aa) "**Oroco Group**" means ATM, Smith and Rose;

(kk) "**Superseding Option Agreement**" means the superseding option agreement dated September 27, 2018 between Oroco and Altamura, including any amendments thereto;

The numbering of all other defined terms in sub-section 1.1 are amended accordingly.

2. Section 2 OPTION TO PURCHASE

Section 2 OPTION TO PURCHASE is amended by adding sub-section 2.2 as follows:

2.2 During the Option Period, to the extent permitted by law, each of ATM, Smith and Rose hereby agrees to:

(a) vote their respective Altamura Shares as directed by the Special Committee; and

(b) sign such documents as the Special Committee may require in order to fulfill the covenant set out in sub-section 2.2(a).

3. Section 3 CONSIDERATION

Section 3 CONSIDERATION is amended by deleting sub-section 3.3 of the Agreement in its entirety and replacing it with sub-section 3.3 and subsection 3.4 as follows:

3.3 The Oroco Shares issued pursuant to the Share Exchange will be subject to a hold period of four (4) months, in accordance with applicable securities laws. In addition, the Oroco Shares will be subject to pooling arrangements and the certificates representing the Oroco Shares will contain legends restricting their resale as follows:

(a) the Oroco Shares issued to the Oroco Group will contain legends restricting their resale as follows:

(i) 10% of the Oroco Shares held by the Oroco Group will not be subject to any pooling legend; and

(ii) 90% of the Oroco Shares held by the Oroco Group will be subject to pooling legends permitting 10% of such Oroco Shares to be released from the pooling agreement and be transferable every annual anniversary over the nine-year period from the date of issuance;

(b) the Oroco Shares issued to the Non-Oroco Group will contain legends restricting their resale as follows:

(i) 20% of the Oroco Shares held by the Non-Oroco Group will not be subject to any pooling legend; and

(ii) 80% of the Oroco Shares held by the Non-Oroco Group will be subject to pooling legends permitting 20% of such Oroco Shares to be released from the pooling agreement and be transferable every six months over the 24-month period from the date of issuance.

3.4 Notwithstanding the provisions of sub-section 3.3, all Oroco Shares will be released from the pooling agreement and will be transferable in the event of the direct or indirect sale, assignment or transfer of the Santo Tomas Property in a transaction which does not constitute a joint venture and is intended to be a final disposition of the Santo Tomas Property to a third party.

4. Section 5 COVENANTS

Section 5 COVENANTS is amended by adding sub-section 5.5 as follows:

5.5 Altamura agrees with Oroco and the Optionors that during the Option Period, except as set out in this Agreement, the Loan Agreement and the Superseding Option Agreement, Altamura will not issue, cancel or transfer any securities, or otherwise alter its authorized share structure, or reach any agreement or understanding with any other party to issue, cancel or transfer any securities or otherwise alter its capital structure, or create, vary or delete any rights or restrictions attached to the issued securities of Altamura, without the prior written consent of Oroco and the Optionors.

5. All Other Provisions

Except for the amendments set out in sections 1, 2 and 3 above, all other provisions of the Agreement remain unchanged and in effect.

6. Execution

This Amending Agreement may be executed in any number of counterparts and delivered by electronic means with the same effect as if all parties had signed the same document, and all counterparts will be construed together and constitute one and the same instrument.

7. Required Approvals

This Amending Agreement is subject to receipt of the acceptance of the TSX Venture Exchange, the recommendation of the Special Committee of Oroco to approve the Amending Agreement, and the approval of the Board of Directors of Oroco.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in good faith on the date first above written.

OROCO RESOURCE CORP.

Name:
Title:

ALTAMURA COPPER CORP.

Name:
Title:

ATM MINING CORP.

Name:
Title:

GALLOWAY FINANCIAL SERVICES LTD.

Name:
Title:

HAYES DAVIS INVESTMENTS INC.

Name:
Title:

ADAM SMITH

DAVID ROSE

CROSSRANGE LOGISTICS INC.

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in good faith on the date first above written.

OROCO RESOURCE CORP.

Name:
Title:

ALTAMURA COPPER CORP.

Name: WAYNE TISDALE
Title: PRESIDENT

ATM MINING CORP.

Name:
Title:

GALLOWAY FINANCIAL SERVICES LTD.

Name: WAYNE TISDALE
Title: DIRECTOR

HAYES DAVIS INVESTMENTS INC.

Name:
Title:

ADAM SMITH

DAVID ROSE

CROSSRANGE LOGISTICS INC.

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in good faith on the date first above written.

OROCO RESOURCE CORP.

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Name:
Title:

ALTAMURA COPPER CORP.

____
Name:
Title:

ATM MINING CORP.

____
Name:
Title:

GALLOWAY FINANCIAL SERVICES LTD.

____
Name:
Title:

HAYES DAVIS INVESTMENTS INC.

____
Name:
Title:

ADAM SMITH

____

DAVID ROSE

____

CROSSRANGE LOGISTICS INC.

Marie McGuigan
Name: MARIE MCGUIGAN
Title: PRESIDENT

M.M.