AMENDMENT AGREEMENT TO ARRANGEMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made effective as of this 7th day of Febraury, 2019 between IDM Mining Ltd. ("**IDM**") and Ascot Resources Ltd. ("**Ascot**", and collectively with IDM, the "**Parties**").

WITNESSES THAT WHEREAS:

A. Ascot and IDM entered into an arrangement agreement dated January 6, 2019 (the "**Arrangement Agreement**"); and

B. Ascot and IDM wish to amend certain terms of the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement as set out herein.

NOW THEREFORE in consideration of the 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. Section 3.1(d) of the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement is deleted in its entirety and replaced with the following:

   (d) each IDM Out-Of-The-Money-Option held by a Continuing IDM Optionholder and each IDM In-The-Money-Option which is outstanding and which has not been duly exercised prior to the Effective Time shall be exchanged for an equivalent option (each, a "**Replacement Option**") to purchase from Ascot such number of Ascot Shares (rounded down to the nearest whole share) equal to 0.0675 multiplied by the number of IDM Shares subject to such IDM Option immediately prior to the Effective Time. Such Replacement Option shall provide for an exercise price per Ascot Share (rounded up to the nearest whole cent) equal to the exercise price per share of such IDM Option divided by 0.0675. All terms and conditions of a Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the IDM Option for which it was exchanged and shall be governed by the terms of the Ascot Stock Option Plan, except that the expiry date for any IDM In-The-Money-Option which is held by an IDM Optionholder that is not a Continuing IDM Optionholder will be, notwithstanding the terms of the Ascot Stock Option Plan and notwithstanding that such person may not be a director, officer, employee or consultant of Ascot or any of its subsidiaries, the earlier of: (i) 6 months following the Effective Date; and (ii) the expiry date of the IDM In-The-Money-Option for which such Replacement Option was exchanged. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the exchange, therefore, notwithstanding the foregoing, the aforesaid exercise prices shall be adjusted to the extent, if any, required to ensure that the aggregate In the Money Amount of the Replacement Option immediately after the exchange does not exceed the In the Money Amount immediately before the exchange of the IDM In-The-Money-Option so exchanged;

2. Except as specifically amended hereby, the Arrangement Agreement and Plan of Arrangement is hereby ratified and confirmed in all respects, and all provisions thereof will remain in full force and effect. The Arrangement Agreement, Plan of Arrangement and this amendment agreement (the "**Amendment Agreement**") will be read together and will have effect so far as practicable as though all provisions thereof and hereof were contained in one instrument, as "this Agreement".

In case of any conflict between the provisions of the Arrangement Agreement, the Plan of Arrangement and the provisions of this Amendment Agreement, the provisions of this Amendment Agreement will prevail.

3. All references to the Arrangement Agreement and Plan of Arrangement in other documents or agreements made between the Parties will be deemed to have been amended to refer to the Arrangement Agreement and Plan of Arrangement, as amended by this Amendment Agreement.

4. All capitalized terms contained herein which have not otherwise been defined shall have the meanings ascribed to such terms as set out in the Arrangement Agreement.

5. This Amendment Agreement shall be governed by, interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.

6. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Courts of the Province of British Columbia and waives objection to the venue of any proceeding in such Court or that such Court provides an inconvenient forum.

7. This Amendment Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amendment Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank]

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

ASCOT RESOURCES LTD.

Per: *"Derek White"*

Name: Derek White
Title: President and CEO

IDM MINING LTD.

Per: *"Rob McLeod"*

Name: Rob McLeod
Title: President and CEO