

AMENDMENT TO THE SHARE PURCHASE AGREEMENT
(the “**Amending Agreement**”)

THIS AGREEMENT is dated for reference as of May 14, 2021

AMONG:

RT MINERALS CORP., a British Columbia corporation having an address at
Suite 1210-1130 Pender Street West, Vancouver, British Columbia, V6E 4A4

(the “**Purchaser**”)

AND:

KALT INDUSTRIES LTD., an Alberta corporation having an address at
[REDACTED]

(“**Kalt Industries**”)

AND:

RYAN KALT, an individual having an address at [REDACTED]

(“**Ryan Kalt**”)

(each of KALT Industries and Ryan Kalt is a “**Vendor**”, and collectively referred
to as the “**Vendors**”)

WHEREAS:

A. Pursuant to the terms of a share purchase agreement dated for reference March 22, 2021 among the parties hereto (the “**Share Purchase Agreement**”), the Purchaser agreed to purchase all of the issued and outstanding common shares of Catharine Gold Inc. from the Vendors; and

B. The parties hereto have agreed to amend the Share Purchase Agreement as herein set out.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of other good and valuable consideration (the receipt whereof is hereby acknowledged), the parties hereto agree as follows:

1. AMENDMENTS TO THE SHARE PURCHASE AGREEMENT

The Share Purchase Agreement shall be amended as follows:

1.1 Section 3.2(a)(ii) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“(ii) subject to Section 6.2(v), written acceptance of this Agreement by the Exchange and other required approvals must have been obtained on or before June 27, 2021; and

1.2 The second Section 6.2(ii) set out in the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“(ii) The Purchaser shall use its best efforts to obtain shareholder approval for the the transaction contemplated herein and the resulting change of control on or before June 22, 2021, during such time the listed securities of Purchaser will continue to trade on the Exchange.”

1.3 Section 6.2(v) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“(v) The Vendors agree that the Purchaser will have until July 20, 2021 to list on another recognized stock exchange, which listing will be deemed to satisfy the condition for approval of the transactions contemplated by this Agreement by the Exchange”.

2. MISCELLANEOUS

2.1 **Amending Agreement.** This Amending Agreement constitutes an amendment to the Share Purchase Agreement and this Amending Agreement and the Share Purchase Agreement shall hereafter be read together and shall have effect as far as practicable as if all the provisions thereof and hereof were contained in the same instrument.

2.2 **Applicable Law.** This Amending Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and the parties hereto agree that any legal action or proceedings against either of them with respect to this Amending Agreement may be brought in the courts of the Province of British Columbia and by execution and delivery of this Amending Agreement, the parties hereto hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

2.3 **Severability.** If any one or more of the provisions or any part of a provision contained in this Amending Agreement should be invalid, illegal or unenforceable in any respect, such provision or part shall be severable from this Amending Agreement and the validity, legality and enforceability of the remaining provisions and the balance of any provision impugned in part contained herein shall not in any way be affected or impaired thereby.

2.4 **Successors and Assigns.** This Amending Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

2.5 **Included Words.** Whenever the singular or the masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate, where the context or the parties so require.

2.6 Defined Terms. Unless otherwise defined herein or unless the context otherwise requires, defined words and terms used herein that are defined in the Share Purchase Agreement and not otherwise defined herein shall have the meaning ascribed to them in the Share Purchase Agreement.

2.7 Headings. The insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

2.8 Confirmation. The parties hereto confirm and ratify the Share Purchase Agreement and all provisions thereof, as amended hereby.

2.9 Conflicts. In the event there is any inconsistency or conflict between the provisions of this Amending Agreement and the provisions of the Share Purchase Agreement, the provisions of this Amending Agreement and the intent of the parties evidenced hereby shall prevail.

2.10 Prior Understandings. This Amending Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the amendments to the Share Purchase Agreement provided for herein.

2.11 Effective Date. The amendments to the Share Purchase Agreement set forth herein shall be and be deemed to be effective as of May 7, 2021 and not as the date first above written.

2.12 Counterparts. This Amending Agreement may be signed in as many counterparts as may be necessary, and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date first set above written.

