

**AMENDMENT TO
OPTION AGREEMENT**

THIS AMENDING AGREEMENT (this "**Amendment**") dated as of June 23, 2021,

BETWEEN:

CARIBOO ROSE RESOURCES LTD., a corporation having an address at Suite 110 – 325 Howe Street, Vancouver, BC V6C 1Z7

(the "**Optionor**")

- and -

VIZSLA COPPER CORP., a corporation having an address at Suite 700, 1090 West Georgia Street, Vancouver, BC V6E 3V7

(the "**Optionee**" and together with the Optionor, the "**Parties**", and each a "**Party**")

WHEREAS the Parties entered into an Option Agreement dated as of February 17, 2021 (the "**Option Agreement**");

AND WHEREAS pursuant to Section 17.6 of the Option Agreement, the Option Agreement may be amended by mutual written agreement of the Parties;

AND WHEREAS the Parties have determined to amend the Option Agreement on and subject to the terms and conditions set forth in this Amendment;

NOW, THEREFORE, THIS AMENDMENT WITNESSES THAT 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 hereto covenant and agree as follows:

**ARTICLE 1
INTERPRETATION AND IMPLEMENTATION**

1.1 Definitions

In this Amendment, unless herein specifically defined or the context otherwise requires, the words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them in the Option Agreement.

1.2 Effect of Amendment

The Option Agreement shall be amended as herein set forth as of and from the date hereof and all references to the Option Agreement shall hereafter be deemed to be references to the original Option Agreement as amended by this Amendment for all purposes (including the representations, warranties and covenants contained therein) unless otherwise specifically agreed or the context may require.

ARTICLE 2 AMENDMENTS TO THE OPTION AGREEMENT

2.1 Market Price

The definition of "Market Price" in section 1.1 of the Option Agreement is hereby deleted in its entirety and replaced with the following:

"Market Price" means the greater of (a) \$0.1125 and (b) the volume weighted average trading price of the Vizsla Copper Shares on the Stock Exchange for the ten trading days prior to any proposed issuance of Vizsla Copper Shares, provided that if the Vizsla Copper Shares are not listed on any Stock Exchange, the **"Market Price"** shall be determined by agreement between the Cariboo Rose and Vizsla Copper, acting in good faith;

ARTICLE 3 GENERAL PROVISIONS

3.1 Governing Law

This Amendment shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all Legal Proceedings, this Amendment shall be deemed to have been made and performed in British Columbia, and the Parties hereby irrevocably agree that the courts of the British Columbia shall have exclusive jurisdiction to entertain any action arising under this Amendment.

3.2 No Other Amendments

Except as otherwise expressly provided herein, there are no other amendments to the Option Agreement. The Option Agreement as amended by this Amendment is hereby ratified and confirmed in all respects and shall remain and continue in full force and effect.

3.3 Entire Agreement

This Amendment, together with the Option Agreement (including the Schedules thereto), constitutes the entire agreement between the Parties with respect to the transactions contemplated by the Option Agreement, as amended by this Amendment, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of the Option Agreement, as amended by this Amendment, except as specifically set forth in the Option Agreement, as amended by this Amendment. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by the Option Agreement, as amended by this Amendment.

3.4 Successors and Assigns

- (a) This Amendment becomes effective only when executed by the Parties. After that time, it will be binding upon and enure to the benefit of the Company, the Parties and their respective successors and permitted assigns.

- (b) Neither this Amendment nor any of the rights or obligations under the Option Agreement, as amended by this Amendment, are assignable or transferable by any Party without the prior written consent of the other Parties.

3.5 Counterparts

This Amendment may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy 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 have executed this Amendment as of the date first written above.

CARIBOO ROSE RESOURCES LTD.

By: /s/ "Glen Garratt"
Name: Glen Garratt
Title: Director

VIZSLA COPPER CORP.

By: /s/ "Michael Konnert"
Name: Michael Konnert
Title: Director