

**SECOND AMENDING AGREEMENT TO
ARRANGEMENT**

THIS SECOND AMENDING AGREEMENT (this “**Amending Agreement**”) dated as of October 31, 2025,

BETWEEN:

ELEMENT79 GOLD CORP., a company existing under the *Business Corporations Act* (British Columbia)

(“**E79**”)

AND:

SYNERGY METALS CORP., a company existing under the *Business Corporations Act* (British Columbia)

(“**Synergy**”)

WHEREAS:

- A. the Parties entered into an arrangement agreement effective as of January 10, 2025, as amended by an amending agreement dated April 30, 2025 (together, the “**Agreement**”), pursuant to which, among other things, E79 and Synergy agreed to proceed with a corporate reorganization transaction by way of a Plan of Arrangement (as defined in the Agreement) and in accordance with the Arrangement Provisions (as defined in the Agreement), pursuant to which, among other things, E79 will undertake a reorganization and spin-out of the Spin Out Shares (as defined in the Agreement) to the E79 Shareholders (as defined in the Agreement) as a return of capital; and
- B. the Parties now wish to amend the Agreement as of the date of this Amending Agreement in the manner, and in accordance with the terms and conditions, set forth below.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

1. Interpretation

All capitalized terms which are used in this Amending Agreement, including the recitals to this Amending Agreement, without being specifically defined herein have the meaning ascribed thereto in the Agreement.

2. Amendments to the Agreement

The Agreement be amended as follows:

- (a) Section 2.5 be deleted in its entirety and replaced with the following:

“**Commitment to Effect.** Subject to termination of this Agreement pursuant to **Error! Reference source not found.**, the parties will each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than April 30, 2026, or by such other date as E79 and Synergy may determine, and in conjunction therewith to cause the conditions described in Section **Error! Reference source not found.** to be complied with prior to the Effective Date. Without limiting the

generality of the foregoing, the parties will proceed forthwith to apply for the Interim Order and E79 will call the Meeting and mail the Information Circular to the E79 Shareholders.”

3. No Other Amendments

Except as amended by this Amending Agreement, the Agreement remains in full force and effect and is binding on each of the Parties. Unless the context of this Amending Agreement otherwise requires, the Agreement and this Amending Agreement are to be read together and will have effect as if the provisions of the Agreement and this Amending Agreement were contained in one agreement.

4. Conflict

If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the Agreement, the relevant provision of this Amending Agreement will prevail and be paramount.

5. Amendment and Waivers

Subject to any requirements imposed by Law or by any court having jurisdiction, this Amending Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties hereto. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Amending Agreement.

6. Governing Law

This Amending Agreement will be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

7. Severability

Whenever possible, each provision of this Amending Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Amending Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Amending Agreement and such void or unenforceable provision will be severable from this Amending Agreement.

8. Entire Agreement

This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Amending Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

9. Binding Effect

This Amending Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

10. Counterparts

This Amending Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. Counterparts may be

delivered either in original, PDF or faxed form and the parties adopt any signatures received by PDF or a receiving fax machine as original signatures of the parties.

[Remainder of page intentionally left blank.]

