AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated effective as of June 3, 2026,

BETWEEN:

CANEX METALS INC., a corporation continued under the laws of the Province of Alberta (the "**Purchaser**")

AND

GOLD BASIN RESOURCES CORPORATION., a corporation incorporated under the laws of the Province of British Columbia (the **"Company**")

WHEREAS:

A. the Parties entered into an arrangement agreement dated May 11, 2026 (the "**Arrangement Agreement**") pursuant to which the Purchaser will acquire all of the issued and outstanding common shares of the Company by way of a statutory plan of arrangement under section 288 of the *Business Corporations Act* (British Columbia);

B. pursuant to Section 8.1 of the Arrangement Agreement, the Parties wish to amend the Arrangement Agreement by entering into this amending agreement (the "**Amending Agreement**"); and

C. capitalized terms used but not defined herein have the meanings given to them in the Arrangement Agreement;

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 hereto do hereby covenant and agree as follows:

1. Governing Law

This Amending Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein, without giving effect to any principles of conflict of Laws thereof that would result in the application of the Laws of any other jurisdiction, and all actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the courts of the Province of British Columbia.

2. Amendment to the Arrangement Agreement

2.1 The definition of "Exemptive Relief" in Section 1.1 is hereby deleted in its entirety.

2.2 Section 2.2(b) is hereby deleted and replaced in its entirety by the following:

"lawfully convene and hold the Company Meeting in accordance with the Interim Order for the purpose of considering the Arrangement Resolution (and for no other purpose unless agreed to by the Purchaser) on or before June 4, 2026, and will not, unless the Purchaser otherwise consents in writing, adjourn, postpone or cancel the Company Meeting or propose to do any of the foregoing except for an adjournment as required for quorum purposes or by applicable Law;"

2.3 Section 3.1(d) is hereby deleted and replaced in its entirety by the following:

"Authority Relative to this Agreement. The Company has the requisite corporate power, authority and capacity to enter into this Agreement and (subject to obtaining the approval of the Company Shareholders of the Arrangement Resolution, the Interim Order and the Final Order as contemplated in Section 2.2) to perform its obligations hereunder and to complete the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the completion by the Company of the transactions contemplated by this Agreement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery by it of this Agreement or the completion by the Company of the Arrangement or, subject to obtaining the approval of the Company Shareholders of the Arrangement Resolution, the Interim Order and the Final Order as contemplated in Section 2.2, the completion by the Company of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other Laws relating to or affecting the availability of equitable remedies and the enforcement of creditors' rights generally and general principles of equity and public policy and to the qualification that equitable remedies such as specific performance and injunction may be granted only in the discretion of a court of competent jurisdiction."

2.4 Section 5.1(g) is hereby deleted in its entirety.

3. Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

4. Acknowledgement

The Parties acknowledge that except as otherwise expressly indicated herein, the Arrangement Agreement shall continue unamended and without novation and remain in full force and effect, except as amended and supplemented by this Amending Agreement and without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of the Arrangement Agreement prior to their amendment hereunder. This Amendment Agreement is to be read with and construed in accordance with the Arrangement Agreement as if this Amendment Agreement and the Arrangement Agreement constitute one agreement. After the date hereof, all references to the Arrangement Agreement shall refer to the Arrangement Agreement as amended by this Amending Agreement.

5. Enurement

This Amending Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns in accordance with the Arrangement Agreement.

6. Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amending Agreement by electronic transmission or by sending a scanned copy by electronic mail shall be as effective as delivery of a manually executed counterpart of this Amending Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Amending Agreement as of the date first above written.

CANEX METALS INC.

By: *(signed) "Shane Ebert"*
Name: Shane Ebert
Title: President and Chief Executive Officer

GOLD BASIN RESOURCES CORPORATION

By: *(signed) "Jordan Ross"*
Name: Jordan Ross
Title: Director