SECOND AMENDING AGREEMENT

THIS SECOND AMENDING AGREEMENT is dated effective as of June 10, 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**" and together with the Purchaser, the "**Parties**")

WHEREAS:

A. the Parties are party to an arrangement agreement dated May 11, 2026, as amended on June 3, 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 further amend the Arrangement Agreement by entering into this second amending agreement (the "**Second 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 Second 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 "Depositary" in Section 1.1 is hereby deleted and replaced in its entirety by the following:

"**Depositary**" means TSX Trust Company, or any other trust company, bank or financial institution agreed to in writing by each of the Parties for the purpose of, among other things, exchanging certificates or DRS advices representing Company Shares for the Share Consideration in connection with the Arrangement;"

2.2 Section 1.1 is hereby amended by adding the following definitions immediately following the definition of "Company Shareholder":

"**Conditional Approval**" means the conditional approval from the TSXV to list and post for trading on the TSXV the Purchaser Shares to be issued to Company Shareholders as Share Consideration pursuant to the Plan of Arrangement;

"**Conditional Approval Notice**" means joint written notice from the Company and the Purchaser that the Conditional Approval has been obtained;"

2.3 Section 2.11(b) is hereby deleted and replaced in its entirety by the following:

"The Purchaser shall, following receipt of the Final Order and no later than the Effective Date, irrevocably deliver:

(i) to Computershare Investor Services Inc., in its capacity as transfer agent of the Purchaser Shares, a direction to issue, deliver and register upon receipt of the Conditional Approval Notice, in the name of the Depositary sufficient Purchaser Shares, in escrow, to pay the aggregate consideration to be paid to the Company Shareholders pursuant to the Arrangement;

(ii) to the Depositary, in its capacity as depositary, a direction to re-register the Consideration Shares upon receipt of the Conditional Approval Notice in accordance with the applicable Letters of Transmittal in respect of Company Shares that are validly deposited in connection with the Arrangement;

and such irrevocable delivery shall instruct Computershare Investor Services Inc. and the Depositary not to process, give effect to or act upon such direction until receipt of the Conditional Approval Notice.

For greater certainty, the Purchaser shall not be required pursuant to this Section 2.11 to provide or deposit in escrow with the Depositary prior to the Effective Date any cash or Purchaser Shares as consideration for the Company Shares held by Company Shareholders exercising Dissent Rights and who have not withdrawn their notice of objection."

2.4 Section 2.11 is hereby amended by adding the following Section 2.11(b.1) immediately following Section 2.11(b):

"The Company shall, following receipt of the Final Order and no later than the Effective Date, irrevocably deliver to TSX Trust Company, in its capacity as transfer agent of the Company Shares and in its capacity as depositary, a direction to, upon receipt of the Conditional Approval Notice:

(i) effect the cancellation of shares held by Dissenting Shareholders;

(ii) deliver a direct registration system statement reflecting the transfer of all of the issued and outstanding Company Shares held by Former Company Shareholders to the Purchaser;

and such irrevocable delivery shall instruct TSX Trust Company not to process, give effect to or act upon such direction until receipt of the Conditional Approval Notice."

2.5 Section 2.11 is hereby amended by adding the following Section 2.11(b.2) immediately following Section 2.11(b.1):

"The Company and the Purchaser shall, immediately upon receipt of Conditional Approval, deliver the Conditional Approval Notice to each of Computershare Investor Services Inc., in its capacity as transfer agent of the Purchaser Shares, and TSX Trust Company, in its capacity as transfer agent of the Company Shares and in its capacity as Depositary."

2.6 Section 2.11(c) is hereby deleted and replaced in its entirety by the following:

"The Arrangement shall be effective at the Effective Time on June 10, 2026 (being the Effective Date agreed to in writing by the Company and the Purchaser). For greater certainty, the Effective Time may occur prior to the delivery of the Conditional Approval Notice, and the implementation of the steps contemplated in Sections 2.11(b), 2.11(b.1) and 2.11(b.2), that is subject to receipt of a Conditional Approval Notice shall not be effected until the Conditional Approval Notice has been delivered, notwithstanding that the Effective Time has occurred."

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 Second 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 further amended by this Second Amending Agreement.

5. Enurement

This Second 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 Second 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 Second 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 Second Amending Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Second 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