

**AMENDMENT TO AMALGAMATION AGREEMENT**

**THIS AMENDING AGREEMENT** made as of the 13<sup>th</sup> day of April, 2026, amending the Amalgamation Agreement dated November 21, 2025, as amended, among the Parties.

**B E T W E E N:**

**PSYENCE GROUP INC.**, a corporation duly incorporated under the laws of the Province of Ontario,

(hereinafter referred to as "**Psyence**")

- and -

**PSYENCE THERAPEUTICS CORP.**, a corporation duly incorporated under the laws of the Province of Ontario,

(hereinafter referred as "**Psyence Subco**")

- and -

**GOLDCOAST RESOURCE CORP.**, a corporation duly incorporated under the laws of the Province of Ontario,

(hereinafter referred to as "**GoldCoast**")

**WHEREAS** Psyence, Psyence Subco, and GoldCoast (collectively, the "**Parties**") entered into an amalgamation agreement dated November 21, 2025, as amended on February 24, 2026 (the "**Amalgamation Agreement**");

**AND WHEREAS** the Parties wish to amend the Amalgamation Agreement to amend Section 1.1(p) to revise the consolidation ratio.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

1. **Amendments.** The Amalgamation Agreement is hereby amended as follows:

(a) Section 1.1(p) is hereby deleted and replaced with the following:

(p) "**Consolidation**" means the consolidation of the Psyence Shares on the basis of one (1) new Psyence Share equal to such number of pre-Consolidation Psyence Shares as is equal to the result of the equation  $(A/B) * C$ , whereby:

- A = 16,129,406 (representing the number of issued and outstanding Psyence Shares);
- B = the amount of cash on hand held by Psyence at the time of closing the Transactions, plus any reasonable expenses incurred by Psyence that have been incurred solely in connection with the Transactions, plus C\$1,500,000, plus the value of the Psyence Loan outstanding at the time of closing the Transactions (being, as at the date hereof, approximately US\$250,000 plus accrued interest (C\$364,238)); and
- C = the issue price per security of GoldCoast offered in the final private placement (or the conversion price of such GoldCoast security, if applicable) completed prior to the Closing Date;

(b) Section 3.1(a) is hereby deleted in its entirety and replaced with the following:

- (a) Psyence shall not, without the prior written consent of GoldCoast, such consent not to be unreasonably withheld, issue any securities, options, warrants or other rights to acquire securities, except as otherwise contemplated herein; provided that the foregoing shall not restrict the issuance of Psyence Shares upon the exercise, conversion or settlement of any options, warrants, restricted share units or other convertible securities of Psyence outstanding as of the date hereof, in accordance with their terms;
2. **No Other Amendments; Time of the Essence.** Except as expressly amended by this Amending Agreement, the Amalgamation Agreement remains in full force and effect, unamended, and time shall remain of the essence.
  3. **Governing Law.** This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
  4. **Defined Terms.** Capitalized terms used but not defined in this Amending Agreement have the meanings ascribed to them in the Amalgamation Agreement.
  5. **Counterparts.** This Amending Agreement may be executed in multiple counterparts, and by facsimile or electronic transmission, each of which will constitute an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]