THIS AMENDING AGREEMENT made effective as of August 8, 2025.

AMONG:

PACE METALS LTD., a body corporate incorporated under the laws of the Province of British Columbia (“**Pace**”);

AND:

COMPTON MINING CORP., a body corporate incorporated under the laws of the Province of British Columbia (“**Compton**”);

AND:

1532367 B.C. LTD., a body corporate incorporated under the laws of the Province of British Columbia (“**SubCo**”);

WHEREAS:

A. Compton, Pace and SubCo (collectively, the “**Parties**” and, each individually, a “**Party**”) have entered into an amalgamation agreement dated March 26, 2025 (the “**Agreement**”); and

B. The Parties wish to amend the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the parties hereto agree to amend the Agreement as provided herein:

Section 1 <u>General</u>

In this Amending Agreement (including the recitals), unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Agreement (including as amended by this Amending Agreement).

Section 2 <u>To be Read with Share Purchase Agreement</u>

This Amending Agreement is an amendment to the Agreement. Unless the context of this Amending Agreement otherwise requires, the Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Agreement and this Amending Agreement were contained in one agreement. The term “**Agreement**” when used in the Agreement means the Engagement Agreement as amended, supplemented or modified from time to time (including as amended by this Amending Agreement).

Section 3 <u>Amendments</u>

(a) Section 1.1(jj) in the Agreement is hereby amended by deleting such Section 1.1(jj) in its entirety and replacing it with the following:

*"**Compton Units**" means the units of Compton issued pursuant to the Concurrent Offering, with each unit comprised of one Compton Share and one-half of one Compton Warrant.*

(b) Section 1.1(oo) in the Agreement is hereby amended by deleting such Section 1.1(oo) in its entirety and replacing it with the following:

*"**Concurrent Financing"** means the private placement of a minimum of 5,000,000 Compton Units at a price of $0.25 per Compton Unit for gross proceeds of $1,250,000, with each Compton Unit consisting of one Compton Share and one-half of one Compton Warrant*."

(c) Section 2.6(d) in the Agreement is hereby amended by deleting such Section 2.6(d) in its entirety and replacing it with the following:

*"Directors. The number of directors of the Resulting Issuer shall be 4 and the first directors of the Resulting Issuer shall be (collectively, the "**Board Change**"):*

NAME	***ADDRESS***
Tyler Thorburn	[redacted]
Michael Dehn	[redacted]
Eric Szustak	[redacted]
David Burga	[redacted]

The directors shall hold office until the first annual meeting of the shareholders of the Resulting Issuer, or until their successors are duly appointed or elected."

Section 4 **No Other Amendments, Waivers or Consents**

(a) Except as expressly amended, waived or consented to herein, the Agreement, as well as any document or agreement entered into between the parties in connection thereto shall be unmodified and shall continue to be in full force and effect in accordance with their terms.

(b) The Agreement and Amending Agreement shall be deemed to be amended as of and from the date hereof.

(c) All provisions of the Agreement and Amending Agreement, as amended by this Amending Agreement, are hereby ratified and confirmed and shall continue in full force.

Section 5 **Counterparts**

This Amending Agreement may be executed in any number of separate counterparts and by original or electronic signature in facsimile or pdf copy, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6 <u>Severability</u>

If any term or provision of this Amending Agreement or the application thereof to any party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and provisions of this Amending Agreement shall not in any way be affected or impaired thereby, and the affected term or provision shall be modified to the minimum extent permitted by law so as most fully to achieve the intention of this Amending Agreement.

Section 7 <u>Governing Law</u>

This Amending Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable in such province, without regard to its conflict of laws principles.

[Remainder of Page is Intentionally Blank]

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

PACE METALS LTD.

By: [redacted]

Name: Robert Birmingham

Title: President

COMPTON MINING CORP.

By: [redacted]

Name: Tyler Thorburn

Title: President & CEO

1532367 B.C. LTD.

By: [redacted]

Name: Robert Birmingham

Title: President