AMENDING AGREEMENT
(this "**Agreement**")

THIS AMENDING AGREEMENT is entered into on the 19th day of September, 2025,

AMONG:

REDHILL CAPITAL CORP., a corporation incorporated pursuant to the laws of the Province of Alberta, having an office in Calgary, Alberta

(the “**Vendor**”)

- AND -

NU E POWER CORP., a corporation incorporated pursuant to the laws of the Province of British Columbia, having an office in Calgary, Alberta

(the “**Purchaser**” or “**NU E Power**”)

RECITALS:

A. The Vendor and Purchaser entered into a share purchase agreement dated April 14, 2025 (the “**Original SPA**”) which was amended and restated on June 16, 2025 (the “**A&R SPA**”) whereby the Purchaser agreed to purchase and the Vendor agreed to sell to the Purchased Shares (as defined in the A&R SPA) of Blu Dot Systems Inc.

B. The parties wish to amend the A&R SPA as provided for herein.

NOW THEREFORE in consideration of the mutual covenants and agreements between the parties contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

Initially capitalized terms used herein shall have the meanings given to such terms in the A&R SPA unless otherwise defined herein.

1.2 Effective Date

This Agreement shall be effective as of June 16, 2025.

ARTICLE 2
AMENDMENT

2.1 Section 1.1

(a) <u>Definition of Closing Date</u>

The definition of "Closing Date" contained in Section 1.1(m) of the A&R SPA is hereby deleted in its entirety and replaced with the following:

"**Closing Date**" means October 10, 2025 or such other date as may be agreed to by the Parties in writing;

(b) Definition of Purchased Shares

A new definition shall be inserted as Section 1.1(hh) of the A&R SPA, being the following:

"**Purchased Shares**" means a total of 3,869,140 Blu Dot Shares, being the Blu Dot Shares held by the Vendor at the Closing Time;

2.2 Section 2.1

Section 2.1 of the A&R SPA is hereby deleted in its entirety and replaced with the following:

Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing Time, the Vendor will sell to the Purchaser and the Purchaser will purchase from the Vendor all of the Vendor's beneficial right, title and interest in and to the Purchased Shares, constituting approximately 3,869,140 of the issued and outstanding securities in the capital of Blu Dot, free and clear of all Liens.

2.3 Section 4.1(e)

Section 4.1(e) of the A&R SPA is hereby deleted in its entirety and replaced with the following:

Capitalization. The authorized capital of Blu Dot consists of an unlimited number of Blu Dot Shares, of which 29,500,000 Blu Dot Shares are issued and outstanding as of the date hereof. All issued and outstanding Blu Dot Shares have been duly authorized, are validly issued and outstanding, and are fully paid and non-assessable. No securities issued by Blu Dot from the date of its incorporation to the date hereof were issued in violation of any pre-emptive rights or similar privileges. There are no dividends which have accrued or been declared but are unpaid on the Blu Dot Shares. All securities of Blu Dot have been issued in accordance with the provisions of all applicable Securities Laws or other applicable Laws.

2.4 Section 4.1(k)

Section 4.1(k) of the A&R SPA is hereby deleted in its entirety and replaced with the following:

Blu Dot's unaudited statement of financial position as at May 31, 2025 and related statements of loss and comprehensive loss, consolidated statements of cash flows and statements of consolidated changes in shareholders' equity (including the related notes) as of the nine-months ended May 31, 2025 (the "**Financial Statements**"), (a) present fairly in all material respects the financial position of Blu Dot as of the dates thereof and the results of operations, cash flows and shareholders' equity as of and for each of the periods then ended, and (b) were prepared in accordance with IFRS in effect from time to time applied on a consistent basis throughout the periods involved.

2.5 Section 5.1(c)

Section 5.1(c) of the A&R SPA is hereby deleted in its entirety and replaced with the following:

> Authorized Share Capital. The authorized share capital of NU E Power consists of an unlimited number of NU E Power Shares without nominal or par value and an unlimited number of preferred shares without nominal or par value, of which 36,367,087 NU E Power Shares (and no more) and no preferred shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of NU E Power.

2.6 Section 6.2(vi) and (vii)

Section 6.2(vi) and (vii) of the A&R SPA is hereby deleted in its entirety and replaced with the following:

(vi) the certificate set out in Section 2.4(g);

(vii) evidence of the forgiveness of any debt owing by Blu Dot to each of Devon Sandford and David Sandford and each of their Affiliates (including, but not limited to, the Vendor and HC Power Ltd.) as of the Closing Date, in form and substance satisfactory to the Purchaser; and

(viii) such other documentation as set out in Section 2.4 and as the Purchaser may reasonably request in order to establish the completion of the Transactions and the taking of all corporate proceedings in connection with the Transactions (as to certification and otherwise), in each case in form and substance satisfactory to the Purchaser, acting reasonably.

2.7 No Other Amendments

Except as amended by the foregoing, all provisions of the A&R SPA are hereby reaffirmed and remain unchanged.

ARTICLE 3
MISCELLANEOUS

3.1 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to carry out the intent of this Agreement.

3.2 Severability

If any term, condition or provision of this Agreement shall be determined to be invalid or unenforceable it shall be deemed to be severable from the remainder of this Agreement which shall continue in full force and effect.

3.3 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.

3.4 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[*Signature page follows*]

3.5 Execution in Counterpart

This Agreement may be executed in any number of counterparts with the same effect as if all signatories to the counterparts had signed one document, all such counterparts shall together constitute, and be construed as, one instrument and each of such counterparts shall, notwithstanding the date of its execution, be deemed to bear the date first written above. A signed counterpart provided by way of facsimile transmission or in .pdf format shall be as binding upon the parties as an originally signed counterpart.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

NU E POWER CORP.

"John Newman"

Per Name: John Newman
Title: CFO

REDHILL CAPITAL CORP.

"Devon Sandford"

Per Name: Devon Sandford
Title: CEO