AMENDMENT TO BUSINESS COMBINATION AGREEMENT

THIS AMENDMENT TO BUSINESS COMBINATION AGREEMENT (the "**Amending Agreement**") is made as of the 28th day of September, 2023.

BETWEEN:

SAYWARD CAPITAL CORP., a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Sayward**")

- and –

2372845 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Subco**")

- and -

MIDEX RESOURCES LTD., a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as "**Midex**")

WHEREAS Sayward, Subco and Midex (the "**Parties**") entered into a business combination agreement dated June 13, 2023 (the "**Business Combination Agreement**") in connection with the proposed business combination of Sayward, Subco and Midex;

AND WHEREAS the Parties wish to amend certain terms of the Business Combination Agreement in accordance with the terms of this Amending Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the covenants and agreements set forth herein and in the Business Combination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. **<u>Definitions</u>**

Capitalized terms used herein that are not otherwise defined have the meaning ascribed thereto in the Business Combination Agreement.

2. **<u>Amendment to Business Combination Agreement</u>**

(a) "**Closing Date**" of Section 1.1 of the Business Combination Agreement is hereby deleted in its entirety and replaced with the following:

""**Closing Date"** means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation, which date shall be as soon as reasonably practicable following receipt of the conditional approval of the TSXV for the Qualifying Transaction and no later than January 31, 2024, or such other date as agreed to by the Parties in writing;"

(b) The opening paragraph of Section 7.2 of the Business Combination Agreement is hereby deleted in its entirety and replaced with the following:

"Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable by January 31, 2024 the Qualifying Transaction as contemplated in this Agreement and to cooperate with each other in connection with the foregoing, including, as applicable, using commercially reasonable efforts:"

(c) Paragraph (b) of Section 9.1 of the Business Combination Agreement is hereby deleted in its entirety and replaced with the following:

"(b) in the event that the Closing Date has not occurred by January 31, 2024, unless the failure to complete the Qualifying Transaction by such date is the result, directly or indirectly, of a breach of this Agreement by the Party seeking to terminate the Agreement, in which case this Agreement shall not be terminated pursuant to this Section 9.1(b); or"

(d) Paragraph (b) of Section 12.3 of the Business Combination Agreement is hereby deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, Midex shall be responsible for: (i) paying the costs and fees payable to the TSXV regarding its review of the Qualifying Transaction; (ii) the Personal Information Forms to be submitted by the proposed executive officers and directors of Sayward following Closing; (iii) all preapproved listing fees; (iv) all fees incurred in connection with any sponsorship, as applicable; (v) all fees incurred in connection with business valuation or commercial valuation fees that may be required in connection with the Qualifying Transaction; and (vi) the expenses incurred by Sayward for the Qualifying Transaction (including preparation of the disclosure documents and filing statement related to the Qualifying Transaction), unless such expenses exceed $125,000, in which case, Sayward will be responsible for such expenses exceeding such amount. For clarity, Sayward shall not incur any expenses exceeding $25,000 except in the ordinary course of its listing and except as contemplated herein (including as contemplated pursuant to this Section (b)12.3(b)), unless notice has been provided to Midex and approved by Midex in writing."

(e) This Amending Agreement is an amendment to the Business Combination Agreement. Unless the context of this Amending Agreement otherwise requires, the Business Combination Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Business Combination Agreement and this Amending Agreement were contained in one agreement. The term "Agreement" when used in the Business Combination Agreement means the Business Combination Agreement, as amended by this Amending Agreement and as further amended, revised, replaced, supplemented or restated from time to time.

3. **General**

(a) Headings in this Amending Agreement shall not affect the interpretation of this Amending Agreement.

(b) Any provision or part of this Amending Agreement which is invalid, illegal or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability and will be severed from the balance of this Amending Agreement, all without affecting the remaining provisions of this Amending Agreement or affecting the validity, legality or enforceability of such provision or part in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed.

(c) Neither this Amending Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party.

(d) This Amending Agreement shall enure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

(e) This Amending Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof and the Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Ontario for any actions, suits or proceedings arising out of or relating to this Amending Agreement or the matters contemplated hereby.

(f) This Amending Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The delivery of an executed counterpart copy of this Amending Agreement by facsimile, email or other electronic means shall be deemed to be equivalent to the delivery of an original executed copy thereof.

(g) This Amending Agreement, together with the Business Combination Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SAYWARD CAPITAL CORP.

By: (signed) "*Rick Manhas*"
Name: Rick Manhas
Title: President

2372845 ALBERTA LTD.

By: (signed) "*Rick Manhas*"
Name: Rick Manhas
Title: Director

MIDEX RESOURCES LTD.

By: (signed) "*David Jamieson*"
Name: David Jamieson
Title: Director and CEO

By: (signed) "*Andres Tinajero*"
Name: Andres Tinajero
Title: Director