AMENDING AGREEMENT TO
MERGER AGREEMENT

THIS AMENDING AGREEMENT (this "**Amending Agreement**") is made as of December 19, 2025,

BETWEEN:

> **BUFFALO POTASH CORP.**, a corporation incorporated under the laws of Saskatchewan, Canada
>
> ("**Buffalo**")

AND:

> **1377319 B.C. Ltd.**, a corporation incorporated under the laws of British Columbia, Canada
>
> ("**137 BC**")

AND:

> **102221486 SASKATCHEWAN LTD.**, a corporation incorporated under the laws of Saskatchewan, Canada
>
> ("**AcquisitionCo**")

WHEREAS:

A. Buffalo, 137 BC and AcquisitionCo entered into a merger agreement dated effective October 1, 2025 (the "**Merger Agreement**"); and

B. the Parties now wish to amend the Merger Agreement as of the date of this Amending Agreement in the manner, and in accordance with the terms and conditions, set forth below.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

1. **Interpretation**

All capitalized terms which are used in this Amending Agreement, including the recitals to this Amending Agreement, without being specifically defined herein have the meaning ascribed thereto in the Merger Agreement.

2. **Amendments to the Merger Agreement**

The Merger Agreement be amended as follows:

(a) Section 1.1 be deleted in its entirety and replaced with Schedule "A".

(b) Section 2.2 be deleted in its entirety and replaced with the following:

"2.2 Concurrent Financings

(a) Buffalo will undertake the Concurrent Financings as set forth below:

(i) a private placement of subscription receipts of Buffalo (the "**NFT Subscription Receipts**") at a price per NFT Subscription Receipt of $0.25, with each NFT Subscription Receipt to automatically convert, without payment of any additional consideration and without further action on the part of the holder thereof, into one unit of Buffalo (a "**NFT Unit**"), consisting of one Buffalo Share (an "**NFT SR Share**") and one common share purchase warrant of Buffalo (a "**NFT Warrant**") immediately before the Effective Time, subject to satisfaction of the SR Escrow Release Conditions (the "**NFT SR Financing**"). Each NFT Warrant will be exercisable to purchase one Buffalo Share at an exercise price of $0.40 for a period of 36 months from the Concurrent Financings Closing Date; and

(ii) a private placement of subscription receipts of Buffalo (the "**FT Subscription Receipts**") at a price per FT Subscription Receipt of $0.30, with each FT Subscription Receipt to automatically convert, without payment of any additional consideration and without further action on the part of the holder thereof, into one Buffalo Share that qualifies as a Flow Through Share (an "**FT SR Share**") immediately before the Effective Time, subject to satisfaction of the SR Escrow Release Conditions (the "**FT SR Financing**"),

(b) Buffalo and 137 BC will use best efforts to ensure the Debenture Financing and the Concurrent Financings will result in such number of Public Shareholders, each holding at least one Board Lot, as is required to ensure that the Resulting Issuer will satisfy the public distribution requirements in respect of a Tier 2 issuer, as set forth in Policy 2.1 or as otherwise required by the TSXV.

(c) The Subscription Receipts will be governed by the Subscription Receipt Agreements. On the Concurrent Financings Closing Date, the SR Escrowed Proceeds will be delivered to and held by the SR Escrow Agent and invested in an interest-bearing account (the SR Escrowed Proceeds, together with all interest and other income earned thereon, are referred to herein as the "**SR Escrowed Funds**") pursuant to the terms and conditions of the Subscription Receipt Agreements. Immediately prior to the Effective Time, and upon the satisfaction of the SR Escrow Release Conditions on or before the SR Escrow Release Deadline: (i) the SR Escrowed Funds will be released by the SR Escrow Agent to Buffalo and (ii) each Subscription Receipt will automatically convert, without payment of any additional consideration and without further action on the part of the holder thereof, as set out in Sections 2.2(a)(i) and 2.2(a)(ii), subject to adjustments in certain events.

(d) If: (i) the Escrow Release Conditions are not satisfied on or before the SR Escrow Release Deadline; or (ii) prior to the SR Escrow Release Deadline, Buffalo advises the Lead Agent or announces to the public that it does not intend to satisfy the Escrow Release Conditions, the SR Escrowed Funds (plus accrued interest earned thereon) shall be returned to the holders of the Subscription Receipts on a pro rata basis and the Subscription Receipts will be cancelled without any further action on the part of the holders. To the extent that the SR Escrowed Funds (plus accrued interest) are not sufficient to refund the aggregate offering price (plus accrued interest) paid by the holders of the Subscription Receipts, Buffalo will be responsible and liable to contribute such amounts as are necessary to satisfy any shortfall. In addition, notwithstanding the return of the SR Escrowed Funds, Buffalo shall remain liable to pay all of the reasonable and documented expenses of the Lead Agent that remain outstanding."

(c) Section 2.5(a) be deleted in its entirety and replaced with the following:

"(a) prior to the Effective Time, the Buffalo Warrant Cancellation will be completed, and the holder of Buffalo Warrants will be issued an aggregate of 50,000 Buffalo 2.13 Shares;"

(d) Section 2.5(c) be deleted in its entirety and replaced with the following:

"(c) at or prior to the Effective Time and assuming that the SR Escrow Release Deadline has not passed, the NFT Subscription Receipts will be converted into NFT Units in accordance with the terms of the NFT Subscription Receipt Agreement, and the FT Subscription Receipts will be converted into FT Shares in accordance with the terms of the FT Subscription Receipt Agreement;"

(e) Sections 2.5(h), (i) and (j) be deleted in its entirety and replaced with the following:

"(h) each holder of Buffalo Options will receive, as consideration for their Buffalo Options, one 137 BC Option for each Buffalo Option held, on substantially the same terms as the Buffalo Options being replaced other than an adjustment to the expiry date of the Buffalo Options held by holders of Buffalo Options that will not be eligible participants under the Resulting Issuer Equity Incentive Plan to a date that is the earlier of the: (a) existing expiry date; or (b) 12 months from the effective date of the Amalgamation; every option certificate or option agreement representing a Buffalo Option will be deemed to be cancelled and will represent only the right to receive a certificate representing one 137 BC Option for each cancelled Buffalo Option

(i) each holder of NFT Warrants will receive, as consideration for their NFT Warrants, one 137 BC NFT Warrant for each NFT Warrant held, on substantially the same terms as the NFT Warrant being replaced; every option certificate or Merger Agreement representing a NFT Warrant will be deemed to be cancelled and will represent only the right to receive a certificate representing one 137 BC NFT Warrant for each cancelled NFT Warrant;

(j) each holder of Broker Warrants will receive, as consideration for their Broker Warrants, one 137 BC Broker Warrant for each Broker Warrant held, on substantially the same terms as the Broker Warrant being replaced; every option certificate or option agreement representing a Broker Warrant will be deemed to be cancelled and will represent only the right to receive a certificate representing one 137 BC Broker Warrant for each cancelled Broker Warrant;"

(f) Add as new Sections 2.5(k) and (l) the following:

"(k) as consideration for the issuance of the 137 BC Shares to the Buffalo Shareholders, Amalco will issue to 137 BC 100 Amalco Shares; and

(l) all of the property, rights, privileges and Assets of each of AcquisitionCo and Buffalo will be the property, rights, privileges and assets of Amalco, and Amalco will assume all of the liabilities and obligations of each of AcquisitionCo and Buffalo."

(g) Section 2.8 be deleted in its entirety and replaced with the following:

"2.8 137 BC Board of Directors

137 BC will procure the resignations of the incumbent directors of 137 BC, and the appointment of the following additional individuals to the board of directors of 137 BC with effect as of the Effective Time:

Name	**Mailing Address**
Dean Potter	[Redacted]
Stephen Halabura	[Redacted]
Morgan Tincher	[Redacted]
Peter J. Jackson	[Redacted]

Each above-named individual will hold office until the earlier of the next meeting of the shareholders of 137 BC after the Effective Time, the date of such individual's resignation from the board of directors of 137 BC or until their successor(s) are elected or appointed in accordance with the provisions of 137 BC's Constating Documents and the BCBCA."

(h) Section 2.9 be deleted in its entirety and replaced with the following:

"2.9 137 BC Officers

137 BC will procure the resignations of the incumbent officers of 137 BC and the appointment of the following individuals as officers of 137 BC with effect as of the Effective Time:

Name	**Position**	**Address**
Steve Halabura	Chief Executive Officer, Corporate Secretary	[Redacted]
Quinton Hardage	President, Chief Operating Officer	[Redacted]
Akash Patel	Chief Financial Officer	[Redacted]

(i) Section 2.11 be deleted in its entirety and replaced with the following:

"**2.11 Equity Incentive Plan**

At or prior to the Effective Time, 137 BC will adopt the Resulting Issuer Equity Incentive Plan. Any Buffalo Options not converted into Buffalo Shares prior to the Effective Time will be exchanged for 137 BC Options on substantially the same terms as the Buffalo Options being replaced other than an adjustment to the expiry date of the Buffalo Options held by holders of Buffalo Options that will not be eligible participants under the Resulting Issuer Equity Incentive Plan to a date that is the earlier of the: (a) existing expiry date; or (b) 12 months from the effective date of the Amalgamation, and be governed by the Resulting Issuer Equity Incentive Plan."

(j) Section 2.13 be deleted in its entirety and replaced with the following:

"**2.13 Buffalo Warrant Cancellations**

Buffalo currently has 90,000 Buffalo Warrants outstanding. Prior to the Effective Time, Buffalo will have deemed the issuance of all outstanding Buffalo Warrants *void ab initio* for failure of consideration and cancelled such Buffalo Warrants (the "**Buffalo Warrant Cancellation**"). Buffalo will issue to the holder of the Buffalo Warrants the 50,000 Buffalo Shares (the "**Buffalo 2.13 Shares**")."

(k) Section 2.14 be deleted in its entirety and replaced with the following:

"2.14 Buffalo Debt Settlements

Prior to the Effective Time, Buffalo will enter into debt settlement agreements (the "**Buffalo Debt Settlement Agreements**") with certain key employees, officers and/or consultants (the "**Buffalo Debtholders**"), settling outstanding debts of Buffalo in the aggregate amount of $449,296.75 (the "**Buffalo Debt**") through the issuance of an aggregate of 1,797,187 Buffalo Shares (the "**Buffalo Debt Settlement Shares**") at a price of $0.25 per Buffalo Debt Settlement Share."

(l) Section 2.15 be deleted in its entirety and replaced with the following:

"2.15 Buffalo Consulting Share Issuance

Prior to the Effective Time, pursuant to existing consulting agreements between Buffalo and certain consultants of the Company dated June 17, 2025, Buffalo will issue an aggregate of 1,925,941 Buffalo Shares (the "**Consulting Shares**") at $0.35 per Consulting Shares to certain consultants of Buffalo in connection with the strategic, financial and capital market advisory services provided to Buffalo by such consultants over the 10 month period preceding the effective date of such consulting agreements."

(m) Section 3.1(e) be deleted in its entirety and replaced with the following:

"Buffalo has an authorized share capital consisting of: an unlimited number of Buffalo Shares, an unlimited number of Class B Preferred Shares, an unlimited number of Class "C" common shares (each, a "**Class C Common Share**") with no par value, an unlimited number of Class "D" preferred shares (each, a "**Class D Preferred Share**") with no par value, an unlimited number of Class "D" preferred shares (each, a "**Class D Preferred Share**") with no par value, an unlimited number of Class "D" series 1 preferred shares (each, a "**Class D Series 1 Preferred Share**") with no par value, an unlimited number of Class "D" series 2 preferred shares (each, a "**Class D Series 2 Preferred Share**") with no par value, an unlimited number of Class "D" series 3 preferred shares (each, a "**Class D Series 3 Preferred Share**") with no par value, an unlimited number of Class "D" series 4 preferred shares (each, a "**Class D Series 4 Preferred Share**") with no par value, an unlimited number of Class "D" series 5 preferred shares (each, a "**Class D Series 5 Preferred Share**") with no par value, an unlimited number of Class "D" series 6 preferred shares (each, a "**Class D Series 6 Preferred Share**") with no par value, an unlimited number of Class "D" series 7 preferred shares (each, a "**Class D Series 7 Preferred Share**") with no par value, an unlimited number of Class "E" preferred shares (each, a "**Class E Preferred Share**") with no par value, an unlimited number of Class "F" preferred shares (each, a "**Class F Preferred Share**") with no par value, an unlimited number of Class "G" preferred shares (each, a "**Class G Preferred Share**") with no par value, an unlimited number of Class "H" preferred shares (each, a "**Class H Preferred Share**") with no par value, and up to 1,800,000 Class "B" Series 1 Preferred shares (each, a "**Class B**

Series 1 Preferred Share") with no par value, of which 43,095,855 Buffalo Shares are issued and outstanding as of September 30, 2025 (excluding the Buffalo Debt Settlement Shares, the Buffalo 2.13 Shares, and the Buffalo Consulting Shares), and no Class B Preferred Shares, Class C Common Shares, Class D Preferred Shares, Class D Series 1 Preferred Shares, Class D Series 2 Preferred Shares, Class D Series 3 Preferred Shares, Class D Series 4 Preferred Shares, Class D Series 5 Preferred Shares, Class D Series 6 Preferred Shares, Class D Series 7 Preferred Shares, Class E Preferred Shares, Class F Preferred Shares, Class G Preferred Shares, Class H Preferred Shares, and Class B Series 1 Preferred Shares are issued and outstanding."

(n) Section 3.1(h)(ii) be deleted in its entirety and replaced with the following:

"(ii) 90,000 Buffalo Warrants, of which: 40,000 are each exercisable to acquire one Class B Preferred Share at a price of $2.50 per share, 25,000 Buffalo Warrants are each exercisable to acquire one Class B Preferred Share at a price of $4.00 per share, and 25,000 Buffalo Warrants are each exercisable to acquire one Class B Preferred Share at a price of $8.00 per share, each until the date that is six years following the first commercial sale of potash from a proof of capacity mine as determined by Buffalo. For greater certainty, the Buffalo Warrants cancelled pursuant to Section 2.13 prior to the Effective Date, and at the Effective Date, no Buffalo Warrants will be outstanding;"

(o) Section 3.1(h)(iv) be deleted in its entirety and replaced with the following:

"(iv) the Subscription Receipts that may be sold in connection with the Concurrent Financings and the FT Shares issuable upon automatic conversion of the FT Subscription Receipts, the NFT Units issuable upon automatic conversion of the NFT Subscription Receipts, and the Buffalo Shares issuable upon exercise of the NFT Warrants;"

(p) Add as a new Sections 3.1(h)(v), (vi), (vii), and (viii) the following:

"(v) the Broker Warrants that may be issued in connection with the Concurrent Financings and the issuance of the BW Shares and BW Warrants upon exercise of the Broker Warrants, and the BW Warrant Shares issuable upon the exercise of the BW Warrants; and

(vi) the Buffalo 2.13 Shares issuable pursuant to Section 2.13;

(vii) the Buffalo Debt Settlement Shares issuable pursuant to Section 2.14;

(viii) the Buffalo Consulting Shares issuable pursuant to Section 2.15; and"

(a) Section 3.2(d) be deleted in its entirety and replaced with the following:

"(d) other than in relation to the holding of an annual general shareholder meeting of 137 BC, each of 137 BC and AcquisitionCo is in material compliance with all applicable laws in the jurisdictions in which it carries on its business and which may materially affect such company, has not received a notice of non-compliance, nor does such company know of any facts that could give rise to a notice of such non-compliance with any applicable laws and such company is not aware of any pending change or contemplated change to any applicable Law or governmental position that would materially affect its business or legal environment under which such company operates;"

(b) Section 7.1(e) be deleted in its entirety and replaced with the following:

"(e) the Buffalo Warrant Cancellation will have been completed and Buffalo will have issued the Buffalo 2.13 Shares to the holder of the Buffalo Warrants;"

(c) Section 7.1(j) be deleted in its entirety and replaced with the following:

"(j) other than in connection with the Buffalo Debenture Financing (including the automatic conversion of the Buffalo Convertible Debentures into Buffalo Debenture Shares), the Concurrent Financings (including the automatic conversion of FT Subscription Receipts into FT Shares and of the NFT Subscription Receipts into the NFT Units, the issuance of the Broker Warrants), the settlement of the Buffalo Debt, or the cancellation of the Buffalo Warrants, Buffalo will not have issued any Buffalo Shares, Buffalo Options or other rights to acquire Buffalo Shares following the date of this Agreement without the prior written approval of 137 BC, which approval cannot be unreasonably withheld;"

(d) Section 7.3(d) be deleted in its entirety and replaced with the following:

"(d) the Concurrent Financings will have been completed for gross proceeds of not less than $5,000,000;"

(e) Section 8.2(f) be deleted in its entirety and replaced with the following:

"(f) intentionally deleted;"

(f) Section 8.2(k) be deleted in its entirety and replaced with the following:

"(k) consents in writing to act as directors and officers of 137 BC duly signed by Dean Potter, Stephen Halabura, Morgan Tincher, Peter J. Jackson, Quinton Hardage, and Akash Patel;"

3. **No Other Amendments**

Except as amended by this Amending Agreement, the Merger Agreement remains in full force and effect and is binding on each of the Parties. Unless the context of this Amending Agreement otherwise requires, the Merger Agreement and this Amending Agreement are to be read together and will have effect as if the provisions of the Merger Agreement and this Amending Agreement were contained in one agreement.

4. **Conflict**

If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the Merger Agreement, the relevant provision of this Amending Agreement will prevail and be paramount.

5. **Amendment and Waivers**

No amendment or waiver of any provision of this Amending Agreement will be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Amending Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

6. **Applicable Laws**

This Amending Agreement will be governed and construed according to the laws of the Province of British Columbia and the laws of Canada applicable therein, and the Parties hereby attorn to the jurisdiction of the Court of British Columbia.

7. **Severability**

If any provision of this Amending Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

8. **Entire Agreement**

This Amending Agreement, together with the Merger Agreement, constitutes the entire agreement of the Parties with respect to the subject matter contained in the Merger Agreement, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, to the extent they relate in any way to such subject matter.

9. **Successors and Assigns**

This Amending Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Amending Agreement may only be assigned in the same manner as the Merger Agreement.

10. **Counterparts**

This Amending Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Amending Agreement delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Amending Agreement.

[Remainder of page intentionally left blank.]

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

BUFFALO POTASH CORP.

(signed) *"Steve Halabura"*
Name: Steve Halabura
Title: Chief Executive Officer

1377319 B.C. LTD.

(signed) *"Cameron Macdonald"*
Name: Cameron Macdonald
Title: Chief Executive Officer

102221486 SASKATCHEWAN LTD.

(signed) *"Cameron Macdonald"*
Name: Cameron Macdonald
Title: Director, Officer

SCHEDULE "A"

SECTION 1.1

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meanings hereinafter set forth:

(a) "**137 BC Balance Sheet**" has the meaning ascribed thereto in Section 3.2(hh)(i).

(b) "**137 BC Broker Warrants**" means common share purchase warrants of 137 BC and that are issued in exchange for the Broker Warrant at the Effective Time.

(c) "**137 BC Financial Statements**" means 137 BC's audited financial statements as at and for the financial years ended February 28, 2025, and February 29, 2024, 137 BC's audited financial statements as at and for the financial years ended February 29, 2024, and 2023, 137 BC's audited financial statements as at and for the financial years ended February 29, 2023, and 2022, 137 BC's reviewed interim financial statements as at and for the nine months ended September 30, 2025, and such other financial statements of 137 BC that may be reasonably required in order to permit the TSXV to approve the Amalgamation and to facilitate the completion of the Amalgamation.

(d) "**137 BC FT Shares**" means 137 BC Shares that are Flow Through Shares and that are issued in exchange for the Buffalo FT Shares at the Effective Time.

(e) "**137 BC NFT Warrants**" means common share purchase warrants of 137 BC and that are issued in exchange for the NFT Warrant at the Effective Time.

(f) "**137 BC Options**" means the incentive stock options of 137 BC.

(g) "**137 BC Performance Warrants**" means the performance warrants of 137 BC.

(h) "**137 BC Public Disclosure Record**" means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by applicable Laws to be filed by or on behalf of 137 BC on SEDAR+.

(i) "**137 BC Shareholders**" means the registered holders of 137 BC Shares and "**137 BC Shareholder**" means any of the 137 BC Shareholders.

(j) "**137 BC Shares**" means the Class A common shares in the capital of 137 BC.

(k) "**1933 Act**" means the *United States Securities Act of 1933*, as amended from time to time.

(l) "**1934 Act**" means the *United States Securities Exchange Act of 1943*, as amended from time to time.

(m) "**AcquisitionCo Amalgamation Resolution**" means the resolution of 137 BC, as the sole shareholder of AcquisitionCo, approving the Amalgamation, substantially in the form and content of Schedule B attached hereto.

(n) "**AcquisitionCo Shares**" means the common shares without par value in the capital of AcquisitionCo.

(o) “**Agency Agreement**” means the agency agreement to be entered into between the Lead Agent and Buffalo in connection with the Concurrent Financings.

(p) “**Agreement**” means this merger agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties.

(q) “**Amalco Shares**” means the common shares without par value in the capital of Amalco.

(r) “**Amalco**” means the corporation resulting from the Amalgamation.

(s) “**Amalgamating Companies**” means AcquisitionCo and Buffalo.

(t) “**Amalgamation**” means the amalgamation of the Amalgamating Companies under Part 14 of the SBCA upon the terms and subject to the conditions set forth in the Amalgamation Agreement, as contemplated by this Agreement.

(u) “**Amalgamation Agreement**” means the amalgamation agreement between 137 BC, AcquisitionCo and Buffalo, substantially in the form attached as Schedule A, including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.

(v) “**Amalgamation Application**” means the documents relating to the Amalgamation to be filed by the Amalgamating Companies with the Registrar.

(w) “**Assets**” means, with respect to a Party to this Agreement, all property (tangible or intangible) owned, leased or otherwise held for or used by the Party in the operation of its business.

(x) “**Associate**” has the meaning ascribed thereto in the Securities Act.

(y) “**Authorizations**” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Governmental Authority, regulatory agency or self-regulatory organizations required by Buffalo, AcquisitionCo or 137 BC in connection with the completion of the Amalgamation and the transactions contemplated by this Agreement.

(z) “**BCBCA**” means the *Business Corporations Act* (British Columbia).

(aa) “**Board Lot**” has the meaning ascribed thereto in Policy 1.1.

(bb) “**Books and Records**” means all books and records of Buffalo or 137 BC, as applicable, and all copies of Material Contracts, deeds or instruments, evidence of ownership and other material documents relating to and used or held for use by Buffalo with its Assets or the Business or by 137 BC, as applicable, whether in print, stored electronically or otherwise.

(cc) “**Broker Warrants**” means the broker warrants issued by Buffalo to the Lead Agent, and other agents of the Concurrent Financings, in connection with the closing of the Concurrent Financings. Each Broker Warrant is exercisable to purchase one unit of Buffalo at a price of $0.25 per unit. Each such unit is comprised of one BW Share and one BW Warrant.

(dd) “**Buffalo 2.13 Share**” has the meaning ascribed thereto in Section 2.13.

(ee) “**Buffalo Amalgamation Resolution**” means the resolutions of the Buffalo Shareholders passed at the Buffalo Meeting approving the Amalgamation.

(ff) “**Buffalo Balance Sheet**” has the meaning ascribed thereto in Section 3.1(z)(i).

(gg) “**Buffalo Consulting Shares**” has the meaning ascribed thereto in Section 2.15.

(hh) “**Buffalo Convertible Debenture Certificates**” has the meaning ascribed thereto in Section 2.1.

(ii) “**Buffalo Convertible Debentures**” has the meaning ascribed thereto in Section 2.1.

(jj) “**Buffalo Debenture Financing**” has the meaning ascribed thereto in Section 2.1.

(kk) “**Buffalo Debenture Shares**” has the meaning ascribed thereto in Section 2.1.

(ll) “**Buffalo Debt**” has the meaning ascribed thereto in Section 2.14.

(mm) “**Buffalo Debt Settlement Agreements**” has the meaning ascribed thereto in Section 2.14.

(nn) “**Buffalo Debt Settlement Shares**” has the meaning ascribed thereto in Section 2.14.

(oo) “**Buffalo Debtholders**” has the meaning ascribed thereto in Section 2.14.

(pp) “**Buffalo Financial Statements**” means the audited financial statements of Buffalo for the financial years ended March 31, 2025, and 2024, the unaudited financial statements of Buffalo for the financial years ended March 31, 2024, and 2023, the reviewed financial statements of Buffalo for the six months ended September 30, 2025, and such other financial statements of Buffalo that may be reasonably required in order to permit the TSXV to approve the Amalgamation and to facilitate the completion of the Amalgamation.

(qq) “**Buffalo FT Shares**” has the meaning ascribed thereto in Section 2.2(a)(i).

(rr) “**Buffalo Meeting**” has the meaning ascribed thereto in Section 2.3(a).

(ss) “**Buffalo Meeting Notice**” has the meaning ascribed thereto in Section 2.3(a)(i).

(tt) “**Buffalo Option Plan**” means the incentive stock option plan of Buffalo.

(uu) “**Buffalo Options**” means incentive stock options of Buffalo governed by the Buffalo Option Plan.

(vv) “**Buffalo Shareholders**” means the registered holders of Buffalo Shares, and “**Buffalo Shareholder**” means any of the Buffalo Shareholders.

(ww) “**Buffalo Shares**” means the Class “A” common shares without par value in the capital of Buffalo.

(xx) “**Buffalo Warrant Cancellation**” has the meaning ascribed thereto in Section 2.13.

(yy) “**Buffalo Warrants**” means the share purchase warrants of Buffalo, each exercisable to acquire one Class B Preferred Share.

(zz) “**Business Day**” means any day other than a Saturday or Sunday or a statutory or civic holiday in the City of Vancouver, British Columbia.

(aaa) “**Business**” means the business carried on, conducted and operated by Buffalo, as of the date of this Agreement, being that of a mineral exploration company whose principal business is the acquisition and exploration of mineral properties.

(bbb) “**BW Share**” means a Buffalo Share comprising a unit issuable upon exercise of a Broker Warrant.

(ccc) “**BW Warrants**” means the common share purchase warrants of Buffalo, with each BW Warrant exercisable for the purchase of one Buffalo Share for a period of 36 months from the Concurrent Financings Closing Date, at a price of $0.40 per share.

(ddd) “**BW Warrant Share**” means a Buffalo Share issuable upon exercise of a BW Warrant.

(eee) “**Cash Commission**” means cash commission equal to 8% of the aggregate gross proceeds received from the Concurrent Financings payable by Buffalo to the Lead Agent.

(fff) “**Class B Preferred Share**” means the Class “B” preferred shares with no par value in the capital of Buffalo.

(ggg) “**Closing Documents**” has the meaning ascribed thereto in Section 8.1.

(hhh) “**Concurrent Financings Closing Date**” means the date of the closing of the Concurrent Financings.

(iii) “**Concurrent Financings**” means the NFT SR Financing and the FT SR Financing.

(jjj) “**Consents**” means all consents, approvals or other waivers, as applicable, from any party to any contracts, leases, licenses, permits, agreements or other arrangements that directly relate to the business of Buffalo, AcquisitionCo or 137 BC, and that are necessary or advisable in connection with the execution of this Agreement, or the performance of any terms hereof or any document delivered pursuant hereto, or the completion of any of the transactions contemplated by this Agreement and the Amalgamation Agreement.

(kkk) “**Constating Documents**” means the articles and notice of articles and any other instrument pursuant to which a Party was created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such Party’s affairs, together with any amendments thereto.

(lll) “**Disclosure Document**” means a document containing the information in respect of the Parties and the transactions contemplated by this Agreement in a form prescribed by the TSXV.

(mmm) “**Disley Property**” means the Disley Project located 50 km northwest of Regina, Saskatchewan and 215 km SE of Saskatoon, Saskatchewan, as more particularly set out in Schedule C.

(nnn) “**Disley Technical Report**” means the independent NI 43-101 compliant technical report to be obtained by Buffalo in relation to the Disley Property.

(ooo) “**Dissent Rights**” means the rights of dissent provided to Buffalo Shareholders in respect of the Amalgamation, as provided for pursuant to Section 14-21(1)(c) of the SBCA.

(ppp) “**Dissenting Buffalo Share**” means a Buffalo Share held by a Dissenting Shareholder.

(qqq) “**Dissenting Shareholder**” means a Buffalo Shareholder who validly exercises their Dissent Rights and becomes entitled to receive, if the Amalgamation is completed, the fair value of such Buffalo Shareholder’s Buffalo Shares, provided such Buffalo Shareholder has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights or otherwise failed to comply with the requirements of the SBCA.

(rrr) “**Edenwold Property**” means the Edenwold Property located in 39 km northeast of Regina and 317 km southeast of Saskatoon, as more particularly set out in Schedule C.

(sss) “**Effective Date**” means the effective date of the Amalgamation, as set forth in and indicated on the certificate of amalgamation issued by the Registrar and giving effect to the Amalgamation.

(ttt) “**Effective Time**” means 10:00 a.m. (Vancouver time) on the Effective Date or such other time as Buffalo and 137 BC, each acting reasonably, may agree to, such agreement to be evidenced by the filing of the Amalgamation Application with such other Effective Time.

(uuu) “**Employment Agreement**” means any employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever.

(vvv) “**Encumbrances**” has the meaning ascribed in Section 3.1(v).

(www) “**Environmental Approvals**” means all material permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Authority pursuant to any Environmental Laws.

(xxx) “**Environmental Law**” means any applicable Law relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals.

(yyy) “**Flow Through Shares**” means shares that qualify or are deemed to qualify as “flow through shares” as defined in subsection 66(15) of the *Income Tax Act* (Canada).

(zzz) “**FT SR Financing**” has the meaning ascribed thereto in Section 2.2(a)(ii).

(aaaa) “**FT SR Share**” has the meaning ascribed thereto in Section 2.2(a)(ii).

(bbbb) “**FT Subscription Receipt Agreement**” means a subscription receipt agreement to be entered into between Buffalo and the SR Escrow Agent governing the FT Subscription Receipts.

(cccc) “**FT Subscription Receipts**” has the meaning ascribed thereto in Section 2.2(a)(ii).

(dddd) “**Governmental Authority**” means any foreign, national, provincial, local, or state government, any political subdivision or any governmental, judicial, public, or statutory instrumentality, court, tribunal, agency, including those pertaining to health, safety, or the environment, authority, body, or entity, or other regulatory bureau, authority, body, or entity, having legal jurisdiction over the activity or Person in question, and for greater certainty includes the TSXV.

(eeee) “**IFRS**” means the International Financial Reporting Standards issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee.

(ffff) “**Indemnification Claim**” has the meaning ascribed in Section 9.4.

(gggg) “**Indemnifying Parties**” has the meaning ascribed in Section 9.1.

(hhhh) “**Indemnitees**” has the meaning ascribed in Section 9.1.

(iiii) “**Law**” means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.

(jjjj) “**Lead Agent**” means Lead Agent (kkkk) “**Lien**” means any mortgage, hypothec, lien, security interest, lease, option, right of third parties or other charge or encumbrance whatsoever, including the lien or retained title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

(llll) “**Losses**” means actual out of pocket losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “**Losses**” does not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

(mmmm) “**Material Adverse Change**” means any change (or any condition, event or development involving a prospective change) in the business, operations, affairs, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, financial condition, prospects, licenses, permits, rights or privileges, of a corporation or any of its subsidiaries which could reasonably be expected to materially and adversely affect such corporation and its subsidiaries, taken as a whole.

(nnnn) “**Material Contract**” means, in relation to Buffalo, the agreements listed in Schedule D, once entered, and, in relation to 137 BC and AcquisitionCo, the contracts and agreements that form part of the 137 BC Public Disclosure Record.

(oooo) “**material fact**”, “**material change**” and “**misrepresentation**” have the meanings ascribed thereto in the Securities Act.

(pppp) “**Name Change**” has the meaning ascribed thereto in Section 2.10.

(qqqq) “**NFT SR Financing**” has the meaning ascribed thereto in Section 2.2(a)(i).

(rrrr) “**NFT SR Share**” has the meaning ascribed thereto in Section 2.2(a)(i).

(ssss) “**NFT Subscription Receipt Agreement**” means a subscription receipt agreement to be entered into between Buffalo and the SR Escrow Agent governing the NFT Subscription Receipts.

(tttt) “**NFT Subscription Receipts**” has the meaning ascribed thereto in Section 2.2(a)(i).

(uuuu) “**NFT Warrant**” has the meaning ascribed thereto in Section 2.2(a)(i).

(vvvv) “**NFT Unit**” has the meaning ascribed thereto in Section 2.2(a)(i).

(wwww) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

(xxxx) “**Odessa Property**” means the Odessa Property located in east-central Saskatchewan south of the town of Indian Head, Saskatchewan, and northeast from the village of Odessa, Saskatchewan, as more particularly set out in Schedule C.

(yyyy) “**Other Party**” means Buffalo in relation to 137 BC or 137 BC in relation to Buffalo.

(zzzz) “**Outside Date**” means December 31, 2025, or such later date as may be agreed upon in writing by Buffalo and 137 BC, acting reasonably.

(aaaaa) “**Party**” means a party to this Agreement and “**Parties**” means two or more of them, collectively.

(bbbbb) “**Permit**” means any license, permit, certificate, consent, order, grant, approval, classification, registration, flagging or other authorization of and from any Governmental Authority.

(ccccc) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status.

(ddddd) "**Place of Closing**" has the meaning ascribed thereto in Section 8.1.

(eeeee) "**Policy 1.1**" means TSXV Corporate Finance Policy 1.1 – *Interpretation*.

(fffff) "**Policy 1.3**" means TSXV Corporate Finance Policy 1.3 – *Schedule of Fees*.

(ggggg) "**Policy 2.1**" means TSXV Corporate Finance Policy 2.1 – *Initial Listing Requirements*.

(hhhhh) "**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation, complaint, grievance, or partial proceeding, such as a deposition), whether commenced or threatened.

(iiiii) "**Properties**" means the Disley Property, the Odessa Property and the Edenwold Property.

(jjjjj) "**Public Shareholder**" has the meaning ascribed thereto in Policy 1.1.

(kkkkk) "**Registrar**" means the Registrar of Corporations appointed under the SBCA.

(lllll) "**Regulation D**" means Regulation D adopted by the SEC under the 1933 Act.

(mmmmm) "**Regulation S**" means Regulation S adopted by the SEC under the 1933 Act.

(nnnnn) "**Representative**" means, as to any Party, such Party's subsidiaries and affiliates and its directors, officers, employees, agents and advisors (including without limitation, financial advisors, counsel and accountants).

(ooooo) "**Resulting Issuer**" means 137 BC immediately after the Effective Time.

(ppppp) "**Resulting Issuer Equity Incentive Plan**" means the omnibus equity incentive plan of the Resulting Issuer to be adopted by 137 BC immediately after the Effective Time.

(qqqqq) "**Resulting Issuer Shares**" means 137 BC Shares as they are constituted immediately after the Effective Time.

(rrrrr) "**SBCA**" means *The Business Corporations Act, 2021* (Saskatchewan).

(sssss) "**Securities Act (Saskatchewan)**" means *The Securities Act*, *1988* (Saskatchewan).

(ttttt) "**Securities Act**" means the *Securities Act* (British Columbia).

(uuuuu) "**SEDAR+**" means the System for Electronic Data Analysis and Retrieval + maintained by the Canadian Securities Administrators at www.sedarplus.ca.

(vvvvv) "**SR Escrow Agent**" means Olympia Trust Company, or such other entity as Buffalo and 137 BC may agree.

(wwwww) "**SR Escrow Agreement**" means the escrow agreement to be entered into between Buffalo and the SR Escrow Agent in connection with the Concurrent Financings.

(xxxxx) "**SR Escrow Release Conditions**" means the following conditions: (i) written confirmation from each of Buffalo and 137 BC that all conditions to the completion of the Amalgamation have been satisfied or waived, other than the release of the SR Escrowed Funds, (ii) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the Amalgamation, will have been obtained, including, without limitation, the conditional approval of the TSXV, (iii) neither Buffalo nor 137 BC shall be in breach or default of any of its covenants or obligations under the Subscription Receipt Agreements or the Agency Agreement, except (in the case of the Agency Agreement only) for those breaches or defaults that have been waived by Lead Agent and all conditions set out in the Agency Agreement and the Subscription Receipt Agreements shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of the Company, to the satisfaction of Lead Agent, and (iv) the delivery of a joint release notice by Buffalo and Lead Agent to the SR Escrow Agent in accordance with the terms of the Subscription Receipt Agreements.

(yyyyy) "**SR Escrow Release Deadline**" means 5:00 p.m. (Vancouver time) on the December 31, 2025, or such later date as may be determined by Buffalo and the Lead Agent, acting reasonably.

(zzzzz) "**SR Escrowed Funds**" has the meaning ascribed thereto in Section 2.2(c).

(aaaaaa) "**SR Escrowed Proceeds**" means the gross proceeds of the Concurrent Financings after deducting 50% of the Cash Commission and the expenses of the Lead Agent, which is to be determined by the Parties.

(bbbbbb) "**SR Shares**" means the NFT SR Shares and the FT SR Shares.

(cccccc) "**Subscription Receipt Agreements**" means the NFT Subscription Receipt Agreement and the FT Subscription Receipt Agreement.

(dddddd) "**Subscription Receipts**" means the NFT Subscription Receipts and the FT Subscription Receipts, which will be governed by the NFT Subscription Receipt Agreement or the FT Subscription Receipt Agreement, as applicable.

(eeeeee) "**Tax Return**" means all returns, information returns, reports, declarations, elections, notices, filings, forms, statements and other documents and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes.

(ffffff) "**Tax**" or, collectively, "**Taxes**" means any and all federal, state, provincial, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, taxable income, profits, sales, use and occupation, and value added, ad valorem, goods and services, employer health, capital gains, transfer, franchise, withholding, payroll, recapture, employment, excise, capital, lease, service, license, severance, stamp, occupation, premium, environmental, windfall profit and property taxes, customs, duties and other taxes, governmental fees and other like assessments or charges of any kind whatsoever, including Canada Pension Plan or provincial pension plan premiums and employment insurance payments, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

(gggggg) "**Transfer Agent**" means Olympia Trust Company, the transfer agent and registrar for the 137 BC Shares, and the proposed transfer agent and registrar for the Resulting Issuer.

(hhhhhh) "**TSXV**" means the TSX Venture Exchange.