

FIFTH AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS FIFTH AMENDMENT TO SHARE PURCHASE AGREEMENT (this "**Fifth Amendment**") is made as of January 26, 2026, by and among U92 Corp. (the "**Purchaser**") and [Redacted – Personal Information], [Redacted – Personal Information] and [Redacted – Personal Information] (each, a "**Vendor**" and, collectively, the "**Vendors**"). Capitalized terms used herein but not otherwise defined shall have those meanings given to them in the Share Purchase Agreement (as defined below).

WHEREAS, the Purchaser and the Vendors are party to that certain Share Purchase Agreement, dated as of June 18, 2025, as amended on July 30, 2025, October 31, 2025, November 20, 2025, and December 8, 2025 (the "**Share Purchase Agreement**").

AND WHEREAS, the Purchaser and the Vendors desire to further amend the Share Purchase Agreement, as set forth herein.

AND WHEREAS, Section 9.7 of the Share Purchase Agreement provides that the Share Purchase Agreement may be amended only with the written consent of the Purchaser and the Vendors.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I AMENDMENTS

1.1. Amendment to Exhibit A.1. Exhibit A.1 in the Share Purchase Agreement is hereby amended and restated to read in its entirety as is set out in Schedule "A" attached hereto.

1.2. Deletion of Section 5.1(f). Section 5.1(f) in the Share Purchase Agreement is hereby deleted in its entirety.

ARTICLE II MISCELLANEOUS

2.1 Captions. The headings contained in this Fifth Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Fifth Amendment. Except as otherwise indicated, all references in this Fifth Amendment to "Sections" are intended to refer to the Sections of the Share Purchase Agreement.

2.2 Effect of Amendment. Except as amended and set forth above, the Share Purchase Agreement shall continue in full force and effect.

2.3 Entire Agreement. This Fifth Amendment together with the Share Purchase Agreement and all exhibits, annexes and schedules attached thereto, constitute and contain the entire agreement among the parties hereto and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

2.4 Severability. In case any one (1) or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

2.5 Governing Law. This Fifth Amendment and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario, without giving effect to principles of conflicts of law.

2.6 Counterparts. This Fifth Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.7 Electronic and Facsimile Signatures. Any signature page delivered electronically or by facsimile (including without limitation transmission by .pdf) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

2.8 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators. Nothing in this Fifth Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and permitted assigns any right, remedies, obligations or liabilities under or by reason of this Fifth Amendment, except as expressly provided in this Fifth Amendment.

2.9 Further Actions. Each party hereto shall execute, acknowledge and deliver such further instruments, and do all other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Fifth Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Fifth Amendment as of the date first above written.

U92 CORP.

By: (signed) "Adam Clode"
Name: Adam Clode
Title: Authorized Signatory

[Redacted – Personal Information]

By: (signed) [Redacted – Personal Information]
Name: [Redacted – Personal Information]
Title: Authorized Signatory

[Redacted – Personal Information]

By: (signed) [Redacted – Personal Information]
Name: [Redacted – Personal Information]
Title: Authorized Signatory

(signed) [Redacted – Personal Information]
[Redacted – Personal Information]

Schedule "A"

EXHIBIT A.1.

MILESTONE ONE PAYMENT TERMS

Following the occurrence of Milestone Trigger One, the Purchaser shall:

- deliver a cash payment of CAD\$1,000,000, less any amount to satisfy the Corporation Liabilities, to the Vendors' respective nominees by wire transfer of immediately available funds to the bank account and recipient specified by the Vendors within 30 days following the date upon which the occurrence of Milestone Trigger One takes effect;
- deliver a cash payment of CAD\$2,000,000 to the Vendors' respective nominees by wire transfer of immediately available funds to the bank account and recipient specified by the Vendors on the date that is 18 months following the occurrence of such Milestone Trigger One (the **"Second Payment"**); and
- deliver a cash payment of CAD\$2,000,000 to the Vendors' respective nominees by wire transfer of immediately available funds to the bank account and recipient specified by the Vendors on the date that is 30 months following the occurrence of such Milestone Trigger One (the **"Third Payment"**).

To the extent that the Purchaser completes any financings prior to such date as the Second Payment and Third Payment are due, the Purchaser shall accelerate the payment of the Second Payment and Third Payment, as applicable, by directing 20% of the net proceeds received by the Purchaser from such financing(s) towards the Second Payment or Third Payment, as applicable.

Any amounts not paid on the date due pursuant to this Exhibit A.1 shall bear interest from such required payment date to the date of the repayment in full, at 10% per annum, with such amount to be treated as liquidated damages. The parties agree that such amount is a reasonable pre-estimate of the likely damages and is meant as compensation, not a penalty. These liquidated damages will be the sole monetary remedy for the Vendors for such failure to pay.