AMENDING AGREEMENT

This Amending Agreement (the "**Agreement**") is effective as of November 21, 2024.

AMONG:

GOLDEN RIDGE RESOURCES LTD., a corporation existing under the laws of British Columbia and having an address at 301-1665 Ellis Street, Kelowna, British Columbia V1Y 2B3

(hereinafter referred to as the "**Purchaser**")

AND:

MM GROUP LTDA., a limited company (Ltda.) existing under the laws of Brazil and having an address at Desembargador Jorge Fontana Street, 3rd Floor, Belo Horizonte – MG – Brazil 30.320-670

(hereinafter referred to as "**MMG**")

AND:

MINAS MINERACAO LTDA., a limited company (Ltda.) existing under the laws of Brazil and having an address at Desembargador Jorge Fontana Street, 3rd Floor, Belo Horizonte – MG – Brazil 30.320-670

("**Minas**", and together with MMG, the "**Target**")

AND:

The members of MMG listed in Schedule "A" of the Securities Exchange Agreement (as defined below)

(collectively, the "**Members**" and each a "**Member**")

RECITALS:

A. Pursuant to the terms and conditions of a securities exchange agreement dated June 5, 2024, among the Purchaser, MMG, Minas, and the Members (the "**Securities Exchange Agreement**"), the Purchaser agreed to purchase 80% of the aggregate issued and outstanding MMG Membership Interests from the Members;

B. Pursuant to Section 13.14 of the Securities Exchange Agreement, amendments to the Securities Exchange Agreement must be consented to in writing by each party; and

C. The parties wish to amend the Securities Exchange Agreement as set forth herein.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Securities Exchange Agreement.

2. **Amendments to the Securities Exchange Agreement**

(a) The parties agree to delete the following Section 1.01(l) from the Securities Exchange Agreement:

(l) ""**Concurrent Financing**" means the brokered private placement to be completed by the Purchaser at the Concurrent Financing Price for minimum aggregate gross proceeds of $2,000,000 and maximum aggregate gross proceeds of $10,000,000;"

The parties agree to insert a new Section 1.01(l) into the Securities Exchange Agreement as follows:

(l) ""**Concurrent Financing**" means the brokered private placement of subscription receipts at a price of $0.10 per subscription receipt to be completed by the Purchaser for gross proceeds of $2,000,000;"

(b) The parties agree to delete the following Section 1.01(m) from the Securities Exchange Agreement:

(m) ""**Concurrent Financing Price**" means the offering price of the securities to be issued by the Purchaser in the Concurrent Financing, subject to a minimum of $0.50 per security, unless otherwise agreed by the Parties;"

The Parties agree to insert a new Section 1.01(m) into the Securities Exchange Agreement as follows:

(m) "**[Intentionally Omitted]**"

(c) The parties agree to delete the following Section 1.01(n) from the Securities Exchange Agreement:

(n) ""**Concurrent Financing Shares**" means the Common Shares to be issued by the Purchaser in the Concurrent Financing;"

The Parties agree to insert a new Section 1.01(n) into the Securities Exchange Agreement as follows:

(n) ""**Concurrent Financing Shares**" means the Common Shares comprising part of the units to be issued by the Purchaser upon the conversion of the subscription receipts issued in the Concurrent Financing;"

(d) The parties agree to delete the following Section 1.01(uu) from the Securities Exchange Agreement:

(uu) ""**Outside Date**" means October 31, 2024;"

The parties agree to insert a new Section 1.01(uu) into the Securities Exchange Agreement as follows:

(uu) ""**Outside Date**" means January 31, 2025;"

(e) The parties agree to delete the following Section 1.01(eee) from the Securities Exchange Agreement:

(eee) ""**Purchaser Consolidation**" means the consolidation of the Common Shares on the basis of the Purchaser Consolidation Ratio;"

The parties agree to insert a new Section 1.01(eee) into the Securities Exchange Agreement as follows:

(eee) "**[Intentionally Omitted]**"

(f) The parties agree to delete the following Section 1.01(fff) from the Securities Exchange Agreement:

(fff) ""**Purchaser Consolidation Ratio**" means, subject to adjustment, 2.927 pre-consolidation Common Shares for each 1 post-consolidation Common Share;"

The parties agree to insert a new Section 1.01(fff) into the Securities Exchange Agreement as follows:

(fff) "**[Intentionally Omitted]**"

(g) The parties agree to delete the following Section 2.02 from the Securities Exchange Agreement:

"2.02 Purchase Price

In consideration for the acquisition of the Purchased Interests, the Purchaser shall, at the Time of Closing, issue from treasury to the Members, such number of Common Shares (collectively, the "**Consideration Shares**") issued at a deemed price equal to the Concurrent Financing Price resulting in the Members holding Consideration Shares equivalent to $89,218,676. The Consideration Shares shall be issued to the Members as set out in Schedule "A" attached hereto. To the extent a Member is to receive a fractional Consideration Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefore."

The parties agree to insert a new Section 2.02 into the Securities Exchange Agreement as follows:

"2.02 Purchase Price

In consideration for the acquisition of the Purchased Interests, the Purchaser shall, at the Time of Closing, issue from treasury to the Members, 500,000,000 Common Shares (collectively, the "**Consideration Shares**") issued at a deemed price equal to $0.10 per Consideration Share. The Consideration Shares shall be issued to the Members as set out in Schedule "A" attached hereto. To the extent a Member is to receive a fractional Consideration Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefore."

(h) The parties agree to delete the following Section 2.03 from the Securities Exchange Agreement:

"2.03 Valuation Purchase Price

The Parties have assigned a value to the Purchaser of $10,000,000. The Parties agree to adjust the Purchaser Consolidation Ratio, if necessary, to ensure that the number of Common Share of the Purchaser existing following the completion of the Purchaser Consolidation but before the issuance of the Consideration Shares and the completion of the Concurrent Financing, multiplied by the Concurrent Financing Price, is equal to $10,000,000."

The parties agree to insert a new Section 2.03 into the Securities Exchange Agreement as follows:

"2.03 [Intentionally Omitted]"

(i) The parties agree to delete the following Section 4.01(h) from the Securities Exchange Agreement:

"(h) the Purchaser shall have completed the Purchaser Consolidation;"

The parties agree to insert a new Section 4.01(h) into the Securities Exchange Agreement as follows:

"(h) **[Intentionally Omitted]**;"

(j) The parties agree to delete the following Section 4.02(f) from the Securities Exchange Agreement:

"(f) the Purchaser shall have completed the Purchaser Consolidation;"

The parties agree to insert a new Section 4.02(f) into the Securities Exchange Agreement as follows:

"(f) **[Intentionally Omitted]**;"

3. **Entire Agreement**

The parties confirm and ratify the Securities Exchange Agreement as amended hereby and acknowledge that, except as expressly amended, modified and supplemented hereby, the provisions of the Securities Exchange Agreement are and shall remain in full force and effect.

4. **Further Assurances**

The parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

5. **Time of the Essence**

Time shall remain of the essence in respect of the Securities Exchange Agreement, as amended hereby.

6. **Binding Effect**

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

7. **Governing Law**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws applicable therein and is to be treated in all respects as a British Columbia contract.

8. **Counterparts**

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date set out above.

MM GROUP LTDA.

Per: *"Leonardo L.B. Quintão" (signed)*
Name: Leonardo L.B. Quintão
Title: Administrator

"Israel Gonzaga" (signed)
Israel Gonzaga
Executive Country

MINAS MINERACAO LTDA.

Per: *"Leonardo L.B. Quintão" (signed)*
Name: Leonardo L.B. Quintão
Title: Administrator

"Israel Gonzaga" (signed)
Israel Gonzaga
Executive Country

GOLDEN RIDGE RESOURCES LTD.

Per: *"Michael Blady" (signed)*
Name: Michael Blady
Title: Chief Executive Officer

MMG Members

RL HOLDING LTDA.

Per: *"Rodrigo Quintão" (signed)*
Name: Rodrigo Lemos Barros Quintão
Title: Chief Executive Officer

LQ HOLDING DE PARTICIPAÇÕES LTDA.

Per: *"Leonardo L.B. Quintão" (signed)*
Name: Leonardo L.B. Quintão
Title: Administrator

ISRAEL GONZAGA FERREIRA

"Israel Gonzaga" (signed)

BF MINAS PARTICIPACAO, COMPRA E VENDA DE IMÓVEIS LTDA.

Per: *"Rodrigo Madalon Fraga" (signed)*
Name: Rodrigo Madalon Fraga
Title: Administrator

3 KNOTS GESTAO EMPRESARIAL LTDA.

Per: *"Caio Mourato Almeida da Gama" (signed)*
Name: Caio Mourato Almeida da Gama
Title: Administrator

DOUGLAS SPOLADOR MEIRELLES

"Douglas Spolador Meirelles" (signed)