

AMENDMENT AGREEMENT

This Amendment Agreement (the "**Amendment**") is made and entered into as of December 27, 2024, by and between:

Copper Co d.o.o., a company duly incorporated under the laws of the Republic of Serbia, having its registered office at Teodora Dražera 11L, Belgrade, Republic of Serbia, Company No. 21659282 (the "**Vendor**"); and

Avaron Mining Corp. (Formerly Benz Capital Corp)., a company duly incorporated under the laws of the Province of British Columbia, having its office at 3847 Vance Road, Cultus Lake, British Columbia, V2R5A6 (the "**Purchaser**").

WHEREAS:

- A. The Vendor and the Purchaser entered into a Purchase Agreement dated January 10, 2023, as amended on June 1, 2024 (the "**Agreement**") regarding the Tolisnica and Stanca Project located in Kraljevo, Republic of Serbia, under which the Purchaser expressed its intention to acquire 100% of the Vendor's interest in and to the Property;
- B. The Parties mutually agree to amend certain provisions of the Agreement, as detailed in this Amendment;
- C. To ensure clarity and avoid any misunderstanding, the terms used in this Amendment shall have the same meaning as defined in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. REVISIONS TO SECTION 4. - RIGHT TO PURCHASE

The subsection 4.2(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) \$100,000 on or before the 30-month anniversary of the Effective Date."

2. REVISIONS TO SECTION 5. - EXERCISE OF RIGHT TO PURCHASE

The subsection 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"If the Purchaser has made the Purchase Payments in accordance with Section 4.2 and issued the Initial Payment Warrants in accordance with Section 4.3, the Purchaser shall have the right to exercise its Right to Purchase by giving written notice of such election to the Vendor on or before the 30-month

anniversary of the Effective Date. If the Purchaser fails to give notice of its election to exercise its Right to Purchase on or before the 30-month anniversary of the Effective Date, the Purchaser shall be deemed to have irrevocably elected not to exercise its Right to Purchase, the Right to Purchase shall terminate, and this Agreement will terminate (save as otherwise provided herein), in which case the Vendor shall retain its 100% recorded and leasehold interest in and to the Property”

3. GENERAL PROVISIONS

3.1 No Other Changes

Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

3.2 Entire Agreement

This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

3.3 Governing Law

This Amendment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

3.4 Counterparts

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy of this Amendment delivered by electronic means shall be deemed to have the same legal effect as delivery of an original signed copy.

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

COPPER CO d.o.o.

"*Dragan Milosevic*"

Name: Dragan Milosevic

Title: Director

AVARON MINING CORP.

"*Miloje Vicentijevic*"

Name: Miloje Vicentijevic

Title: President & CEO