

**SECOND AMENDING AGREEMENT
TO THE LOAN AGREEMENT DATED AUGUST 8, 2025**

(“SECOND AMENDING AGREEMENT”)

THIS SECOND AMENDING AGREEMENT is made as of the 8th of August 2025.

BETWEEN:

CENTAURUS ENERGY INC., a corporation incorporated under the laws of the Province of Alberta (the “**Borrower**”)

- and -

DAVID TAWIL, an individual resident in the State of New Jersey (the “**Lender**”)
(collectively, the “**Parties**”)

WHEREAS:

- A. the Parties are parties to a loan agreement dated March 20, 2024 (the "**Loan Agreement**");
- B. the Parties wish to amend section 2.4(c) to clarify that the Return shall be paid on the (i) staking rewards and (ii) the appreciation in the digital assets, regardless of whether any of the digital assets are sold to repay the Loan Obligations; and
- C. the Parties have agreed to amend the Loan Agreement as herein provided to reflect their initial intent.

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

1. Amendments

- a. Section 2.4(c) of the Loan Agreement is deleted in its entirety and replaced with the following:

“Return. In the event that any of the Principal is drawn and is held by the Borrower in treasury reserve assets in the form of digital assets, including Ether, Borrower shall pay to Lender, in lawful money of the United States of America, an amount equal to 65% of the value of the capital appreciation of those assets, including all staking rewards received in relation to the assets, and regardless of whether the assets are sold or otherwise liquidated for purposes of repaying the Loan Obligations, including of a Refinancing. For the avoidance of doubt, the Prior Advance, was not advanced for the purposes of being held in treasury reserve assets in the form of digital assets, therefore, the Prior Advance shall not benefit from the Return and will only accrue Interest.”

- b. The Parties agree that the above reflect the initial intent of the Parties and shall be effective as of the date of the Loan Agreement.

2. General

- a. Subject to the terms and conditions herein contained, the Loan Agreement is hereby amended to the extent necessary to give effect to the provisions of this First Amending Agreement and to incorporate the provisions of this Second Amending Agreement into the Loan Agreement.
- b. The Loan Agreement and this Second Amending Agreement shall be read, taken, and construed as one and the same document.
- c. This Second Amending Agreement shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as Alberta contracts.
- d. This Second Amending Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- e. This Second Amending Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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