

**AMENDMENT NO. 1 TO  
ARRANGEMENT AGREEMENT AND  
PLAN OF ARRANGEMENT**

**THIS AMENDMENT** dated May 22, 2025,

**BETWEEN:**

**RIVERSIDE RESOURCES INC.**, a corporation existing under the  
*Business Corporations Act* (British Columbia)

(“**Riverside**”)

**AND:**

**BLUE JAY GOLD CORP.**, a corporation existing under the *Business  
Corporations Act* (British Columbia)

(“**Blue Jay**”)

**WHEREAS** Riverside and Blue Jay entered into an arrangement agreement dated as of January 27, 2025 (the “**Arrangement Agreement**”) that provides for, among other things, a plan of arrangement under Section 288 of the *Business Corporations Act* (British Columbia) attached as Schedule A to the Arrangement Agreement (the “**Plan of Arrangement**”);

**AND WHEREAS** Riverside and Blue Jay wish to amend certain terms of the Arrangement Agreement and the Plan of Arrangement in accordance with the terms of this amendment (this “**Amendment**”);

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

Any capitalized terms used in this Amendment and not otherwise defined shall have the same meanings ascribed to them in the Arrangement Agreement.

**ARTICLE 2  
AMENDMENTS**

**2.1 Amendments to the Arrangement Agreement**

2.1.1 The following language from Section 5.1 of the Arrangement Agreement is hereby deleted:

Except for the conditions set forth in Sections 5.1(a), (b), (c), (d), (e), (f) and (j), which may not be waived, any of the other conditions in this Section 5.1 may be waived by either Riverside or Blue Jay at its discretion.

2.1.2 Other than as contemplated by Section 2.2.1 of this Amendment, the Arrangement Agreement remains in full force and effect.

**ARTICLE 3  
GENERAL PROVISIONS**

**3.1 Governing Law**

This Amendment shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Amendment and the Amended and Restated Plan of Arrangement.

**3.2 Further Assurances**

Each party shall use all commercially reasonable efforts do all such things and provide all such reasonable assurances as may be required to consummate the transaction contemplated by this Amendment, and each party shall provide such further documents or instruments as reasonably required by any other party as necessary or desirable to effect the purpose of this Amendment and carry out its provisions, whether before or after the Effective Date.

**3.3 Counterparts, Execution**

This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amendment, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES FOLLOW.]**

**IN WITNESS WHEREOF** the parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**RIVERSIDE RESOURCES INC.**

Per: “Robert J. Scott”  
Name: Robert J. Scott  
Title: Chief Financial Officer  
I have authority to bind the Corporation

**BLUE JAY GOLD CORP.**

Per: “Jeff Dare”  
Name: Jeff Dare  
Title: Corporate Secretary  
I have authority to bind the Corporation