

FIRST A&R AMENDING AGREEMENT
to the
Amended and Restated Stock Purchase Agreement
and the
Amended and Restated Exploration Earn-in Agreement Beartrack Mine

This FIRST A&R AMENDING AGREEMENT is dated the 30th day of August, 2024 among

Meridian Gold Company (“Seller”)

and

Meridian Beartrack Co. (“Company”)

And

Revival Gold Inc. (“Buyer”)

and

Revival Gold (Idaho) Inc. (“RGI”)

WHEREAS the Seller, a Delaware corporation, the Company, a Montana corporation, the Buyer, a corporation formed under the Canada Business Corporations Act, and RGI, an Idaho corporation (collectively, the “**SPA Parties**”) entered into a Stock Purchase Agreement dated as of August 31, 2017 (the “**Stock Purchase Agreement**”);

AND WHEREAS the Company and RGI (the “**EEA Parties**”, and together with the SPA Parties, the “**Parties**”) entered into an Exploration Earn-in Agreement Beartrack Mine dated as of August 31, 2017 (the “**Exploration Earn-in Agreement**”)

AND WHEREAS the SPA Parties entered into an Amendment Agreement to the Stock Purchase Agreement dated as of May 8, 2019 (the “**First Amending Agreement**”);

AND WHEREAS the SPA Parties entered into a Second Amendment Agreement to the Stock Purchase Agreement dated as of May 20, 2020 (the “**Second Amending Agreement**”);

AND WHEREAS the SPA Parties entered into an Amended and Restated Stock Purchase Agreement dated as of August 30, 2022 (the “**Amended and Restated SPA**”) to amend and restate the Stock Purchase Agreement, as amended;

AND WHEREAS the EEA Parties entered into an Amended and Restated Exploration Earn-in Agreement Beartrack Mine dated as of August 30, 2022 (the “**Amended and Restated Exploration Earn-in Agreement**”) to amend and restate the Exploration Earn-in Agreement, as amended;

AND WHEREAS the Parties wish to amend the Amended and Restated SPA and the Amended and Restated Exploration Earn-in Agreement in accordance with the terms set out in this agreement (the “**First A&R Amending Agreement**”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, conditions and premises herein contained, the sum of TWO DOLLARS now paid by each of the Parties to the other and for other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged), the Parties do hereby covenant and agree as follows:

ARTICLE 1
AMENDED AND RESTATED SPA

The SPA Parties agree as follows:

1.1 **Definitions**

1.1.1 In this Article I of the A&R Amending Agreement, capitalized terms which are not defined herein shall have the same meaning as in the Amended and Restated SPA.

1.2 **Amendments**

1.2.1 The following definition of “NI 43-101” is added to the Amended and Restated SPA after the definition “Movable Assets” and before the definition “Parties”:

“NI 43-101 means National Instrument 43-101 – *Standard of Disclosure of Mineral Products*”

1.2.2 The definitions of “Gold Payment Obligation” and “Resource Estimate Update” are deleted in their entirety and are not replaced.

1.2.3 In Section 2.3 of the Amended and Restated SPA, subsection (f) is deleted and replaced with the following:

“(f) [RESERVED]”

1.2.4 In Section 2.3 of the Amended and Restated SPA, subsection (g) is deleted and replaced with the following:

“(g) At Closing, the Company shall grant to Seller a mineral production royalty (the “Base Royalty”) of one and three tenths’ percent (1.3%) of the net smelter returns from the production of the minerals on the Property. The Company shall also grant to Seller an additional mineral production royalty (the “Additional Royalty”) of half of one percent (0.5%) of the net smelter returns from the production of the minerals on the Property. The Additional Royalty shall be calculated and paid in the same manner as the Base Royalty, provided, however, that the Additional Royalty shall terminate when the payments of the Additional Royalty total \$2,000,000.00. For greater certainty, there will be no maximum amount applicable to the one and three tenths’ percent (1.3%) Base Royalty granted at Closing. The grants shall be in the form of the Royalty Deed (the “Royalty Deed”) attached as Schedule 2.3(g) which the parties will execute and record at Closing.”

1.2.5 In Section 8.3 of the Amended and Restated SPA, subsection (a) is deleted in its entirety and replaced with the following:

“(a) [RESERVED]”

1.2.6 In Section 9.1 of the Amended and Restated SPA, subsection (c) is deleted in its entirety and replaced with the following:

“(c) at any time before August 31, 2027, by Buyer upon written notice to Seller.”

1.2.7 In Section 9.1 of the Amended and Restated SPA, subsection (e) is deleted in its entirety and replaced with the following:

“(e) by either Buyer or Seller upon written notice to the other, if any of the conditions to its obligations in Sections 7.1 and 7.2, respectively, shall not have been satisfied on or before October 2, 2027, for any reason other than a material breach or default by such Party of its respective covenants, agreements, or other obligations hereunder, or any of its representations

herein not being true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate in all material respects; or”.

1.2.8 Recital A of the form of Deed of Royalty Beartrack Mine set out in Schedule 2.3(g) of the Amended and Restated SPA is deleted in its entirety and replaced with the following:

“A. Meridian and Revival Gold Inc., a corporation formed under the Canada Business Corporations Act (“RGI”), are parties to the Amended and Restated Stock Purchase Agreement dated effective August 30, 2022, as amended by the First A&R Amending Agreement dated effective August 30, 2024 (together, the “Agreement”), pursuant to which Meridian agreed to sell and RGI agreed to purchase all of the issued and outstanding shares of MBC, and pursuant to which RGI agreed to cause MBC to grant to Meridian a mineral production royalty on and against the fee lands, patented mining claims, unpatented mining claims, and other property interests situated in Lemhi County, Idaho, more particularly described in Exhibit A attached to and by this reference incorporated in this Deed (collectively the “Property”).”

1.2.9 Subsection 2.1 of the form of Deed of Royalty Beartrack Mine set out in Schedule 2.3(g) of the Amended and Restated SPA is deleted in its entirety and replaced with the following:

“2.1 Royalty Percentage Rate. The base Royalty percentage rate shall be one and three tenths’ percent (1.3%) of the Net Smelter Returns from the production of minerals on and from the Property and an additional Royalty (the “Additional Royalty”) of one half of one percent (0.5%) of the Net Smelter Returns from the production of the minerals on the Property. The Additional Royalty shall be calculated and paid in the same manner as the base Royalty, provided, however, that the Additional Royalty shall terminate when the payments of the Additional Royalty total \$2,000,000.00, and thereafter the total Royalty percentage rate shall be one and three tenths’ percent (1.3%). For greater certainty, there will be no maximum amount applicable to the one and three tenths’ percent (1.3%) base Royalty. The Net Smelter Returns shall be calculated and paid in accordance with the provisions in Exhibit 1 attached to and by this reference incorporated in this Deed.”

ARTICLE 2 **AMENDED AND RESTATED EXPLORATION EARN-IN AGREEMENT**

The EEA Parties agree as follows:

2.1 Definitions

2.1.1 In this Article 2 of the A&R Amending Agreement, capitalized terms which are not defined herein shall have the same meaning as in the Amended and Restated Exploration Earn-in Agreement.

2.2 Amendments

2.2.1 Subsection 1.5 the definition of “License Year” is deleted and replaced with the following:

“License Year” means each one (1) year period following the Effective Date of the Original SPA and each anniversary of such Effective Date up until October 2, 2027.”

2.2.2 Section 3 Term is deleted and replaced with the following:

“The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) October 2, 2027 (b) expiration or termination of the SPA; (c) closing of the transactions contemplated under the SPA and RGI’s or RGI Parent’s acquisition of the issued and outstanding shares of the common stock of Owner; or termination of this Agreement in accordance with Section 18 or Section 19.”

ARTICLE 3
GENERAL

The Parties agree as follows:

3.1 General

3.1.1 The Amended and Restated SPA and the Amended and Restated Exploration Earn-in Agreement, respectively, including all schedules and exhibits thereto, together with this First A&R Amending Agreement as it applies to each such agreement, shall each together constitute and be read as one and the same written instruments.

3.1.2 Except as otherwise amended by the foregoing, the provisions of the Amended and Restated SPA and Amended and Restated Exploration Earn-in Agreement, as amended by the First A&R Amending Agreement, respectively, shall be and continue in full force and effect and are hereby confirmed.

3.1.3 This First A&R Amending Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

3.1.4 This First A&R Amending Agreement is governed by, and is to be construed and interpreted in accordance with, by the laws of the State of Idaho, without giving effect to the principles of conflicts of law of such State.

3.1.5 This First A&R Amending Agreement may be executed in any number of counterparts with the same effect as if all Parties to this agreement had signed the same document, and all counterparts will be construed together and will constitute one and the same instrument and any facsimile or PDF signature shall be taken as an original.

IN WITNESS WHEREOF the Parties have executed this First A&R Amending Agreement with effect as of the day and year first above written.

Meridian Gold Company

By (Signed) "Delaney Fisher"
Name: Delaney Fisher
Title: Director

Meridian Beartrack Co.

By (Signed) "Delaney Fisher"
Name: Delaney Fisher
Title: Director

Revival Gold Inc.

By (Signed) "Hugh Agro"
Name: Hugh Agro
Title: President & CEO

Revival Gold (Idaho) Inc.

By (Signed) "Lisa Ross"
Name: Lisa Ross
Title: Treasurer