

## AMENDMENT TO THE AMALGAMATION AGREEMENT

**THIS AGREEMENT** is made as of October 31, 2025.

**BETWEEN:** **LEVIATHAN GOLD LTD.**, a company existing under the laws of the Province of British Columbia;

(hereinafter, "**Leviathan**")

**AND:** **CURA EXPLORATION BOTSWANA CORP.**, a company existing under the laws of the Province of British Columbia;

(hereinafter, "**Cura**")

**AND:** **1555801 B.C. LTD.**, a company existing under the laws of the Province of British Columbia;

**WHEREAS** the parties hereto executed an amalgamation agreement made as of September 11, 2025 (the "**Agreement**");

**WHEREAS** the parties wish to amend the Agreement in accordance with the terms hereof (the "**Amendment**");

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, the parties agree hereto as follows:

**1. Section 1.1 (Defined Terms)** is amended as follows:

The definition of "**Outside Date**" is hereby deleted and replaced with the following:

“**Outside Date**” means December 30, 2025 or such later date as may be agreed to in writing by Cura and Leviathan.”

**2. Effect on Agreement.** Except as expressly set forth herein, this Amendment shall not be deemed to be a waiver, amendment or modification of any provisions of the Agreement or constitute a waiver of any provision of the Agreement (except to the extent herein set forth), or any other document, instrument and/or agreement executed or delivered in connection therewith, in each case whether arising before or after the date hereof or as a result of performance hereunder or thereunder and this Amendment and the Agreement shall be construed as one and the same document.

**3. Severability.** If any provision of this Amendment shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability

of the remainder of this Amendment in that jurisdiction or the validity or enforceability of any provision of this Amendment in any other jurisdiction.

**4. Counterparts/Execution.** This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic file signature page (as the case may be) were an original thereof.

**5. Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Amendment and the consummation of the transactions contemplated hereby.

**6. Notices.** Any notice, demand or request required or permitted to be given by the respective parties hereto pursuant to the terms of this Amendment shall be delivered in accordance with the terms of the Agreement.

**7. Entire Agreement; Amendment.** All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Agreement. The Agreement, as amended by the Amendment constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral, between or among the parties. No amendment, modification or other change to this Amendment or waiver of any agreement or other obligation of the parties under the Agreement or this Amendment may be made or given unless such amendment, modification or waiver is set forth in writing and is signed by each of the parties hereto. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**8. Language.** The parties have agreed that this Amendment is drafted in the English language at the request of the parties. *Les parties aux présentes déclarent qu'elles ont expressément exigé que la présente convention soit rédigée en anglais.*

*(remainder of this page left blank intentionally)*

**IN WITNESS WHEREOF** the parties have executed this Amendment.

**LEVIATHAN GOLD LTD.**

*"Luke Norman"*

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Name: Luke Norman  
Title: Chief Executive Officer

**CURA EXPLORATION BOTSWANA  
CORP.**

*"Dain Currie"*

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Name: Dain Currie  
Title: Director

**1555801 B.C. LTD.**

*"Luke Norman"*

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Name: Luke Norman  
Title: Director