

AMENDING AGREEMENT TO AGREEMENT OF PURCHASE AND SALE

THIS AMENDING AGREEMENT is dated effective as of July 14, 2025.

BETWEEN:

BLUE SKY GLOBAL ENERGY CORP., a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "**BSG**")

AND:

BLUE SKY RESOURCES LTD., a body corporate incorporated under the laws of the Province of Alberta (hereinafter called "**BSR**")

WHEREAS BSG and BSR entered into a Agreement of Purchase and Sale dated effective as of June 25, 2025 ("**Purchase Agreement**") for the purchase of certain oil and gas assets by BSG from BSR;

AND WHEREAS the parties hereto wish to amend certain terms of the Purchase Agreement as set out in this Amending Agreement;

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth herein and in the Purchase Agreement, the parties hereto agree as follows:

1. Interpretation

This Amending Agreement is supplemental to and shall form one agreement with the Purchase Agreement, and the Purchase Agreement and this Amending Agreement shall be read together and have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument.

2. Amendments

2.1 The parties hereto acknowledge and agree that the following provisions in the Purchase Agreement shall be deleted in their entirety and replaced with the following:

“Section 1.1 Definition

(m) "Petroleum and Natural Gas Rights" means the Vendor's entire right, title, estate and interest (whether absolute or contingent, legal or beneficial, vested or not and whether or not an "interest in land") to drill for, explore for, extract, win, take, produce, save and market Petroleum Substances within, upon or under the Lands or any lands pooled or unitized therewith of the Vendors following assets:

- (i) the remaining 50% of the Vendor's British Columbia assets which are not currently owned by BSGE;
- (ii) the remaining 50% of the Vendor's Alberta heavy oil and natural gas assets known as the Cold Lake properties which are not currently owned by BSGE;”

“Section 2.2 Purchase Price

(a) The aggregate consideration to be paid by Purchaser to Vendor for Vendor's interest in and to the Assets shall be **CAD \$13,000,000.00** exclusive of GST and any other taxes payable pursuant to section 2.4 (collectively, the "**Purchase Price**").”

2.2 The parties hereto also acknowledge and agree to the removal of the assets from the Purchase Agreement listed in Schedule “A” attached to the Purchase Agreement and for greater certainty confirm that these assets will not form part of the Purchase Agreement and/or Amending Agreement and acknowledge the removal of the 201 Pages which list these said assets and which compromise Schedule “A” to the Purchase Agreement.

3. Confirmation

The parties hereto hereby acknowledge and confirm that, except as specifically amended by the provisions of this Amending Agreement, all of the terms and conditions contained in the Purchase Agreement are and shall remain in full force and effect, unamended, in accordance with the provisions thereof.

4. Enurement

This Amending Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

5. Time

Time shall be of the essence of this Amending Agreement.

6. Governing Laws

This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta, Canada. Any action or proceeding brought by a party arising out of or in connection with this Agreement shall be brought solely in a court of competent jurisdiction located in the Province of Alberta, Canada. The parties agree not to contest such exclusive jurisdiction or seek to transfer any action relating to such dispute to any other jurisdiction. Each of the parties hereby submits to personal jurisdiction and waives any objection as to venue in the Province of Alberta.

7. Entire Agreement

The provisions contained in any and all documents and agreements, including but not limited to the Purchase Agreement, collateral hereto shall at all times be read subject to the provisions of this Amending Agreement and, in the event of conflict, the provisions of this Amending Agreement shall prevail to the extent of the conflict.

8. Execution in Counterpart

This Amending Agreement may be executed by the parties in separate counterparts (and by facsimile transmission or by a scanned copy by electronic mail) each of which when so executed and transmitted or delivered shall be an original, but all such counterparts shall together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have caused this Amending Agreement to be duly executed as of the date and year first above written.

BLUE SKY GLOBAL ENERGY CORP.


Per: _____
Name: Mohammad Fazil
Title: President, CEO, Director

BLUE SKY RESOURCES LTD.


Per: _____
Name: Ilyas Chaudhary
Title: President