

AMENDMENT No 3 TO PRECIOUS METALS PURCHASE AGREEMENT (this “**Amendment**”) dated as of May 15, 2024 (the “**Agreement Date**”) among:

WHEATON PRECIOUS METALS INTERNATIONAL LTD., a company existing under the laws of the Cayman Islands,

(“**Purchaser**”)

- and -

CAPSTONE RESOURCES (BARBADOS) LTD., a company existing under the laws of Barbados,

(“**Seller**”)

- and -

CAPSTONE MINING CORP., a company existing under the laws of the Province of British Columbia, Canada

(“**Parent Company**”)

WITNESSES THAT:

WHEREAS Purchaser, Seller and Parent Company entered into a precious metals purchase agreement dated as of December 11, 2020, as amended February 19, 2021 and as further amended May 12, 2021 (the “**PMPA**”);

AND WHEREAS the mine plan has evolved with a different mining method, Purchaser, Seller and Parent Company have agreed to amend the PMPA on the terms and conditions set out in this Amendment.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties mutually agree as follows:

1.1 Interpretation

All capitalized terms used but not defined herein shall have the same meaning ascribed to them in the PMPA.

1.2 Amendments

(a) The PMPA is hereby amended as follows:

(i) The definition of “**Target Completion Date**” is hereby deleted and replaced with the following:

“**Target Completion Date**” means September 30, 2024.

(b) This Amendment is hereby incorporated in and shall form part of the PMPA. The PMPA as amended by this Amendment shall constitute one agreement and shall continue in full

force and effect subject to this Amendment, and the PMPA as so amended is hereby ratified and confirmed by the Parties hereto.

- (c) The Parties agree that notwithstanding the Agreement Date, December 31, 2023 is the effective date of this Amendment (the “**Effective Date**”), and that the Parties wish to formalize the terms of the Amendment in writing as of the Agreement Date.

1.3 **Governing Law**

This Amendment shall be governed by and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to its laws relating to any conflicts of laws). The courts of the Province of British Columbia shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Amendment. The United Nations Vienna Convention on Contracts for the International Sale of Goods shall not apply to this Amendment.

1.4 **Counterparts**

This Amendment may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission or by sending a scanned copy by electronic email shall be effective as delivery of a manually executed counterpart of this Amendment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Amendment with effect from the Effective Date.

WHEATON PRECIOUS METALS INTERNATIONAL LTD.

Per: *signed "Patrick Drouin"*

Name: Patrick Drouin
Title: President

CAPSTONE RESOURCES (BARBADOS) LTD.

Per: *signed "Wendy King"*

Name: Wendy King
Title: Director

CAPSTONE MINING CORP.

Per: *signed "Wendy King"*

Name: Wendy King
Title: Director & SVP Risk, ESG, General
Counsel and Corporate Secretary