

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the “**Agreement**”) is made effective as of February 4, 2025 among Santiago Metals Investment Holdings II SLU, Santiago Metals Investment Holdings II-A LLC, Camino Minerals Corporation, Nittetsu Mining Co., Ltd. and Camino-Nittetsu Mining Chile SpA (collectively, the “**Parties**”).

WHEREAS, the Parties are parties to a share purchase agreement dated October 4, 2024 (the “**Share Purchase Agreement**”);

AND WHEREAS, the Parties wish to amend the terms of the Share Purchase Agreement in the manner set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged by the Parties), the Parties agree as follows:

1. Section 1.1 of the Share Purchase Agreement is hereby amended by alphabetically adding the following defined term:

“**Consolidation**” means the consolidation of all of the issued and outstanding Camino Shares on the basis of six (6) pre-consolidation Camino Shares for every one (1) post-consolidation Camino Share, as announced in Camino’s news release dated January 10, 2025.”

2. Section 2.3(b) of the Share Purchase Agreement is hereby amended by adding to the end of such section the following:

“In the event the Consolidation becomes effective prior to the Closing Time, all references to \$0.075 in this Section 2.3(b) shall be deemed to be references to \$0.45.”

3. Section 3.1(a) of the Share Purchase Agreement is hereby amended by replacing the reference to “December 15, 2024” with “March 31, 2025”.
4. Section 4.2(3) of the Share Purchase Agreement is hereby amended by replacing the reference to “CLP 84,559,107.26” with “USD 84,170,107”.
5. Section 8.7 of the Share Purchase Agreement is hereby amended by inserting the phrase “other than to give effect to the Consolidation, which the other Parties hereby authorize Camino to effect,” immediately prior to the phrase “amend the constating documents of the Corporation.”
6. With the exception of the foregoing amendments, the Share Purchase Agreement shall continue in full force and effect unamended.
7. The Parties acknowledge that the Capital Reduction referred to in Schedule 8.7 of the Disclosure Letter (as defined in the Share Purchase Agreement) and all of the steps referred to in Schedule 8.17 of the Disclosure Letter have been completed as of the date hereof.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as a British Columbia contract.
9. This Agreement may be executed in counterparts (including by electronic means), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**SANTIAGO METALS INVESTMENT
HOLDINGS II SLU**

By: (signed) "Anthony T. Fiore"
Name: Anthony T. Fiore
Title: Director

**SANTIAGO METALS INVESTMENT
HOLDINGS II-A LLC**

By: (signed) "Anthony T. Fiore"
Name: Anthony T. Fiore
Title: Director

CAMINO MINERALS CORPORATION

By: (signed) "Jay Chmelauskas"
Name: Jay Chmelauskas
Title: Chief Executive Officer

NITTETSU MINING CO., LTD.

By: (signed) "Schinichino Mita"
Name: Schinichino Mita
Title: General Manager

CAMINO-NITTETSU MINING CHILE SPA

By: (signed) "Jay Chmelauskas"
Name: Jay Chmelauskas
Title: Director